

007
No. 2741

United States
Circuit Court of Appeals
For the Ninth Circuit.

W. L. SPALDING, and the RELIANCE MINING
COMPANY, a corporation,

Appellants,

vs.

S. A. MARTIN,

Appellee.

Transcript of Record.

Upon Appeal from United States District Court for
the Territory of Alaska, Fourth
Division.

Filed

FEB 1 - 1916

F. D. Monckton,
Clerk.

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Division.

Due service and receipt of three copies hereof
admitted this..... day of January, 1916.

Attorney for Appellee.

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Names and Addresses of Attorneys of Record.

McGOWAN & CLARK, JOHN K. BROWN, THOS.

A. McGOWAN, and JOHN A. CLARK, Attorneys
for Defendants and Appellees, Fairbanks, Alaska.

MORTON E. STEVENS, and THOMAS A MAR-
QUAM, Attorneys for Plaintiff and Apellee, Fair-
banks, Alaska.

In the District Court for the Territory of Alaska,
Fourth Judicial Division.

No. 1995.

S. A. MARTIN,

Plaintiff,

vs.

W. L. SPAULDING and RAYMOND BRUM-
BAUGH, conducting mining operations under the
name of the SOO MINING COMPANY, W. L.
SPAULDING, and the RELIANCE MINING
COMPANY, a corporation,

Defendants.

Stipulation Relative to Printing Record.

It is hereby stipulated that, in printing the papers
and records to be used on the hearing on appeal taken
in the above-entitled cause, for the consideration of
the Circuit Court of Appeals for the Ninth Circuit,
the title of the Court and cause in full on all papers
shall be omitted, except on the first page of said
record, and that there shall be inserted, in place of
said title, in all papers used as a part of said record,

the words "Title of Court and Cause"; also, that all indorsements on all papers, except the clerk's filing marks, and admissions of service, need not be printed.

Dated at Fairbanks, Alaska, this 30th day of November 1915.

McGOWAN & CLARK

JOHN K. BROWN

Attorneys for Appellants.

MORTON E. STEVENS,

Attorney for Appellee.

(Indorsed: "Filed in the District Court Territory of Alaska, 4th Div. Nov. 30, 1915. J. E. Clark, Clerk, by Sidney Stewart, Deputy.")

[Title of Court and Cause.]

Praecipe for Transcript.

To J. E. Clark, Clerk of the above-entitled Court:

You will please prepare transcript of the record in the above-entitled cause, to be filed in the office of the clerk of the United States Circuit Court of Appeals for the Ninth Circuit, sitting at San Francisco, California, upon the appeal heretofore perfected to said Court, and will include in said transcript the following papers and records, to-wit:

1. Complaint.
2. Motion of Reliance Mining Company to strike certain portions of complaint.
3. Motion of Reliance Mining Company to make complaint more definite and certain in certain particulars.

4. Stipulation of attorneys for appellants and appellee that motions of other defendants be omitted from the record.
5. Journal entry overruling motions of the defendants to strike portions of the complaint and overruling motions to make more definite and certain.
6. Demurrer of Reliance Mining Company.
7. Stipulation of attorneys for appellants and appellee that demurrers of other defendants be omitted from the record.
8. Journal entry overruling demurrers of all defendants.
9. Separate answer of Reliance Mining Company.
10. Separate answer of Raymond Brumbaugh and W. L. Spaulding.
11. Reply.
12. Bill of exceptions and order settling and allowing same.
13. Findings of fact and conclusions of law signed by the Court.
14. Judgment and decree.
15. Assignment of errors.
16. Petition for appeal.
17. Order allowing appeal and fixing amount of cost bond.
18. Cost bond on appeal.
19. Citation on appeal.
20. Designation of place for hearing appeal.
21. Order extending time within which to file appeal.

22. Praecipe for transcript.

23. Stipulation relative to printing of record.

This transcript to be prepared as required by law and the orders and rules of this Court and of the United States Circuit Court of Appeals for the Ninth Circuit, and to be filed in the office of the clerk of said United States Circuit Court of Appeals for the Ninth Circuit, at San Francisco, California, on or before the first day of February, A. D. one thousand nine hundred sixteen, pursuant to order of this Court extending time.

Fairbanks, Alaska, this 8th day of December, A. D. 1915.

McGOWAN & CLARK

JOHN K. BROWN

Attorneys for Defendants and Appellants.

(Indorsed: Filed in the District Court, Territory of Alaska, 4th Div., Dec. 8, 1915. J. E. Clark, Clerk, by Sidney Stewart, Deputy.)

[Title of Court and Cause.]

Complaint.

Comes now the plaintiff and for cause of action against the defendants alleges:

I.

That at all times herein mentioned the defendants W. L. Spaulding and Raymond Brumbaugh were mining co-partners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Pricinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was and now is the owner and reputed owners of said Soo Quartz Mining claim above described.

V.

That prior to and about the 28th day of July, 1913, the plaintiff and the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining co-partners as aforesaid, for themselves and as agents for said owners of said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed plaintiff to work and labor upon and in said Soo

Quartz Mining Claim for the price of five (\$5.00) dollars per day, besides board and lodging; and that in pursuance of said agreement plaintiff performed seventy-three and one-half ($73\frac{1}{2}$) days labor in and upon said Soo Quartz Mining Claim, in assisting in running tunnels and stopes and in the working and development and improvement of the said Soo Quartz Mining Claim between the 28th day of July, 1913, and the 8th day of October, 1913, inclusive, at the rate of \$5.00 per day as aforesaid, which labor above described is of the value of three hundred and sixty-two and 50-100 (\$362.50) dollars. That no part of said sum of \$362.50 has been paid to plaintiff and since the said 8th day of October, 1913, there has been and now is due to plaintiff the sum of three hundred and sixty-two and 50-100 dollars on account of said labor above described besides interest at the legal rate from said last mentioned date.

VI.

That on the 7th day of November, 1913, plaintiff duly filed and recorded in the office of the Commissioner and ex-officio Recorder for the Fairbanks Precinct, Alaska, in which Precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of plaintiff's demand after deducting all just credits and set-offs, with the name of the owner or reputed owners of said mining ground, and containing also the name of the persons who employed plaintiff as aforesaid, together with a statement of the terms

of the agreement between plaintiff and said employers and the condition of said contract, and also a description of the property sought to be charged with labor lien in the premises, a copy of which lien is hereto attached and marked "Plaintiff's Exhibit A" to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by plaintiff as aforesaid, was performed with the knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in said Soo Quartz Mining Claim and machinery and improvement situated thereon shall be subject to the lien of plaintiff above mentioned.

VIII.

That plaintiff has paid the sum of Eleven and Seventy-five hundredths (\$11.75) Dollars as a necessary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-five cents for recording thereof, and Seven Dollars and Fifty Cents for preparing the same.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit, in the above entitled court.

FOR A FURTHER AND SECOND CAUSE
OF ACTION AGAINST THE DEFENDANTS

PLAINTIFF ALLEGES:

1.

That at all times mentioned, the defendants W. L. Spaulding and Raymond Brumbugh were mining copartners, conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada.

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome Creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number Nine, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim, above described.

V.

That on or about the 9th day of October, 1913,

the plaintiff and the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners aforesaid, for themselves and as agents for the Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed plaintiff to work and labor upon and in said Soo Quartz Mining Claim for the price of Five Dollars per day, besides board and lodging; and that in pursuance of said agreement, plaintiff performed Fifteen and One-half days labor, as a miner, at the said price of Five Dollars per day, and that on or about the 25th day of October, 1913, the plaintiff and the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves, and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement, wherein the defendants, W. L. Spaulding and Raymond Brumbaugh, employed plaintiff to work and labor upon and in said Soo Quartz Mining Claim, as Foreman of said mine, for the price of Eight Dollars per day, besides board and lodging, and in pursuance of said agreement, plaintiff performed Fifteen and One-half days labor as said Foreman, all of which work aforesaid, both as a laborer and Foreman, was performed in assisting running tunnels and stopes, in the working, development and improvement of said Soo Quartz Mining Claim, and said work was performed between the 9th day of October, 1913, and

the 10th day of November, 1913, inclusive, and at the rate of Five Dollars per day as a common laborer, and at Eight Dollars as Foreman aforesaid; all of which labor above described, is of the agreed and reasonable value of Two hundred and One and Fifty One hundredths (\$201.50) Dollars. That no part of said sum of \$201.50 has been paid to plaintiff, save and except the sum of Seventy-two Dollars and Forty-five Cents, and no more. And since the said 10th day of November, 1913, there has been, and now is, due to plaintiff the sum of One Hundred and Twenty-eight Dollars and Five Cents, on account of said labor above described, besides interest at the legal rate from said last mentioned date.

6.

That on the second day of December, 1913, Plaintiff duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, his claim of lien duly verified by his oath, which claim of lien contained a statement of plaintiff's demand, after deducting all just credits and set-offs, with the name of owner or reputed owner of said mining claim, and contained also the names of the persons who employed plaintiff as aforesaid, together with a statement of the terms of the agreement between plaintiff and said employers and the condition of said contract and employment; and also a description of the property sought to be charged with labor lien in the premises, a copy of which lien

is hereto attached and marked "plaintiff's exhibit A I.," to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by plaintiff as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in said Soo Quartz Mining Claim shall be subject to the lien of plaintiff above mentioned.

VIII.

That plaintiff has paid the sum of Six Dollars and Seventy-five Cents for the preparation and recording of said lien.

IX.

That the sum of Seventy-five dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

FOR A FURTHER AND THIRD CAUSE OF ACTION AGAINST THE DEFENDANTS PAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada.

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the First day of September, 1913, one John Curry and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for Said Reliance Mining Company, owners of said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said John Curry to work

and labor as engineer and mill man upon and in said Soo Quartz Mining Claim, for the price of Five Dollars per day, besides board and lodging; and that in pursuance of said agreement, said John Curry performed Thirty-Eight days labor in and upon said Soo Quartz Mining Claim as engineer and mill man in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim, and the mine situated therein, between the First Day of September, 1913, and the Eighth day of October, 1913, both inclusive, at the rate of five dollars per day as aforesaid, which labor, above described, is of the value of One Hundred Ninety (\$190.00) Dollars. That no part of said sum of One Hundred Ninety Dollars has been paid; and since the Eighth day of October, 1913, there has been, and now is, from said defendants, the sum of One Hundred Ninety Dollars due on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 7th day of November, 1913, the said John Curry duly filed and recorded, in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owner of said mining ground; and also the name of the

person who employed the said Curry as aforesaid, together with a statement of the terms of agreement between said Curry and said employers and the condition of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit B", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said John Curry as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be subject to the lien of the said John Curry above mentioned.

VIII.

That the said John Curry has paid the sum of Eleven Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-five cents for recording thereof, and Seven Dollars and Fifty cents for preparing the same.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled

court.

X.

That prior to the commencement of this suit, to-wit; on or about the Fourth day of December, 1913, for a valuable consideration, the said John Curry assigned and transfered said account and lien to the plaintiff herein.

FOR A FURTHER AND FOURTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river,

and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That on or about the 9th day of October, 1913, the said John Curry and the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining co-partners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed plaintiff to work and labor as an engineer and millman upon the said Soo Quartz Mining Claim for the price of Five Dollars per day besides board and lodging; and that in pursuance of said agreement plaintiff performed Thirty-six and one-half days labor as engineer and millman in and upon the said Soo Quartz Mining Claim and the mine situate therein in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim and the mine therein located, between the 9th day of October, 1913, and the 9th day of November, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, above described, is of the value of One Hundred

Eighty-Two Dollars and fifty cents. That no part of said sum of One Hundred and Eighty-two Dollars and Fifty cents has been paid, save and except the sum of Fifty-seven Dollars and Forty Cents; and that since the said 9th day of November, 1913, their has been due and owing from the said defendants, on account of said labor, the sum of One Hnundred Twenty-Five Dollars and Ten Cents, besides interest at the legal rate from said last mentioned date.

VI.

That on the second day of December, 1913, the said John Curry duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Recording Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement af his demand after deducting all just credits and set-offs, with the name of the owner or reputed owners of said mining claim and containing also the names of the persons who employed him as aforesa'd; together with a statement of the terms of agreement between John Curry and said employers, and the conditions of said contract; and also a description of the property sought to be charged with a labors lien in the premises, a copy of which lien is hereto attached and marked "plaintiff exhibit B I," to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by said John

Curry as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that their interest in the said Soo Quartz Mining Claim and the machinery and improvements situated thereon, shall be subject to the lien of the said John Curry above mentioned.

VIII.

That the said John Curry has paid the sum of Six Dollars and Seventy-five Cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-wit: on or about the fourth day of December, 1913, for a valuable consideration, the said John Curry assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND FIFTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under

the firm name and style of the SOO MINING COMPANY.

II.

That at all times herein mentioned, said defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the 29th day of August, 1913, the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for the said Reliance Mining Company, entered into an agreement with one John Nyland whereby the said defendants, W. L. Spaulding and

Raymond Brumbaugh employed the said John Nyland to work and labor upon and in the said Soo Quartz Mining Claim, for the price of Five Dollars per day, besides board and lodging; and that in pursuance of said agreement the said John Nyland performed Forty-One days labor in and upon the said Soo Quartz Mining Claim in assisting in running tunnels and stopes and in the working, development and improvement of said Soo Quartz Mining Claim, and the mine situated therein, between the 29th day of August, 1913, and the 8th day of October, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor above described is of the value of Two Hundred Five (\$205.00) Dollars. That no part of said sum of Two Hundred Five Dollars has been paid; and since the said 8th day of October, 1913, there has been and is now due from the said defendants W. L. Spaulding and Raymond Brumbaugh, on account of said labor above described, the sum of Two Hundred Five (\$205.00) Dollars, besides interest at the legal rate from said last mentioned date

VI.

That on the 7th day of November, 1913, the said John Nyland duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, and in which Precinct said property is situated, his claim of lien, duly verified by his oath; which claim of lien contained a statement of plaintiff's demand after deducting all just

credits and set-offs, with the names of the owners or reputed owners of said mining claim, and containing also the names of the persons who employed the said John Nyland as aforesaid, together with a statement of the terms of the agreement between the said John Nyland, and said employers, and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit C", to which reference is hereby made, and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by said John Nyland as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company and its officers; and the said Reliance Mining Company consented that its interest in said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be subject to the lien of said John Nyland above mentioned.

VIII.

That the said John Nyland has paid the sum of Eleven Dollars and Seventy-Five Cents as a necessary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-Five Cents for recording thereof, and Seven Dollars and Fifty-Cents for preparing the same.

IX.

That the sum of Seventy-Five Dollars is a reason-

able attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said John Nyland assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND SIXTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile North-

west of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Comany, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That on or about the 9th day of October, 1913, the said John Nyland and the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining co-partners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed said John Nyland to work and labor upon the said Soo Quartz Mining Claim for the price of five dollars per day besides board and lodging; and that in pursuance of said agreement plaintiff performed Twenty-Eight and One-half days labor in and upon the said Soo Quartz Mining Claim and the mine situate therein in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim and the mine therein located, between the 9th day of October, 1913, and the 9th day of November, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor above de-

scribed, is of the value of One Hundred Forty-Two Dollars and Fifty Cents. That no part of said sum of One Hundred Forty-Two Dollars and Fifty Cents has been paid to plaintiff, save and except the sum of Fifty-Six Dollars and Eighty-One Cents, and no more. And since the said day of November, 1913, there has been, and now is due to plaintiff, the sum of Eighty-Five Dollars and Sixty-Nine Cents, on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the second day of December, 1913, the said John Nyland duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Recording Precinct Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owners of said mining claim and containing also the names of the persons who employed him as aforesaid; together with a statement of the terms of agreement between said John Nyland and said employers, and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit C I", to which reference is hereby made and which exhibit is hereby made a

part of this complaint.

VII.

That the work and labor performed by the said John Nyland as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be subject to the lien of the said John Nyland above mentioned.

VIII.

That the said John Nyland has paid the sum of Six Dollars and Seventy-five Cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of this suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said John Nyland assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND SEVENTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh, were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as leasees or reputed leasees, upon and in that certain lode quartz claim known as the Soo Quartz Mining Claim, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the 22nd day of July, 1913, the said defendants, W. L. Spaulding and Raymond Brum-

baugh, mining copartners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement with one Walfred Peterson whereby the said defendants, W. L. Spaulding and Raymond Brumbaugh employed the said Walfred Peterson to work and labor upon and in said Soo Quartz Mining Claim, for the price of five dollars per day, besides board and lodging; and that in pursuance of said agreement the said Walfred Peterson performed Seventy-Four (74) days labor in and upon the said Soo Quartz Mining Claim in assisting in running tunnels and stopes and in the working, development and improvement of said Soo Quartz Mining Claim, and the mine situated therein, between the 22nd day of July, 1913, and the 8th day of October, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor above described is of the value of Three Hundred Seventy (\$370.00) Dollars. That no part of said sum of Three Hundred Seventy Dollars has been paid to plaintiff, save and except the sum of Fifty Dollars, and no more. And since the said 8th day of October, 1913, there has been, and now is due to plaintiff, the sum of Three Hundred Twenty Dollars, on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 7th day of November, 1913, the said Walfred Peterson duly filed and recorded in the

office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, and in which precinct said property is situated, his claim of lien, duly verified by oath; which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owners of said mining claim, and containing also the names of the persons who employed the said Walfred Peterson as aforesaid, together with a statement of the terms of the agreement between the said Walfred Peterson, and said employers, and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is attached and marked "plaintiff's exhibit D", to which reference is hereby made, and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by said Wolfred Peterson as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers; and the said Reliance Mining Company consented that its interest in said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be subject to the lien of said Wolfred Peterson above mentioned.

VIII.

That the said Wolfred Peterson has paid the sum of Eleven Dollars and Seventy-Five Cents as a nec-

essary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-Five cents for recording thereof, and Seven Dollars and Fifty Cents for preparing same.

IX.

That the sum of Seventy-Five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Wolfred Peterson assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND EIGHTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

That at all times herein mentioned the defendants W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendants, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defnd-

ants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number, 9, in the Fairbanks Recording Precinct, Alaska:

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That on or about the 9th day of October, 1913, the said Walfred Peterson and the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants W. L. Spaulding and Raymond Brumbaugh, employed the said Walfred Peterson to work and labor upon the said Soo Quartz Mining Claim for the price of Five Dollars per day besides board and lodging; and that in pursuance of said agreement Walford Peterson performed Twenty-Five days labor in and upon the said Soo Quartz Mining Claim and the mine situate therein in assisting in running tunnels and stopes,

and in working, developing and improving the said Soo Quartz Mining Claim and the mine therein located, between the 9th day of October, 1913, and the 9th day of November, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, above described, is of the value of One Hundred Twenty-Five (\$125.00) Dollars. That no part of said sum of One Hundred Twenty-Five Dollars has been paid, save and except the sum of Fifty-Seven Dollars and Twenty Cents, and that since the said 9th day of November, 1913, there has been due and owing from the said defendants, on account of said labor, the sum of Sixty-Seven Dollars and Eighty Cents (\$67.80), besides interest at the legal rate from said last mentioned date.

VI.

That on the second day of December, 1913, the said Walfred Peterson duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Recording Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owners of said mining claim and containing also the names of the persons who employed him as aforesaid; together with a statement of the terms of agreement between said Walfred Peterson and said employer, and the conditions of said contract; and also a description of the prop-

erty sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit D I", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by said Walfred Peterson as aforesaid, was performed with the knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Company consented that their interest in the said Soo Quartz Mining Claim and the machinery and improvements situated thereon, shall be subject to the lien of the said Walfred Peterson above mentioned.

VIII.

That the said Walfred Peterson has paid the sum of Six Dollars and Seventy-Five Cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of Seventy-Five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-wit: on or about the fourth day of December, 1913, for a valuable consideration, the said Walfred Peterson assigned and transferred said account and lien

to the plaintiff herein.

FOR A FURTHER AND NINTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, said defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome Creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska.

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said

Soo Quartz Mining Claim above described.

V.

That upon the 29th day of July, 1913, one Al Meyers and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for said Reliance Mining Company, owners of said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said Al Meyers to work and labor upon and in said Soo Quartz Mining Claim, for the price of Five Dollars per day, besides board and lodging; and that in pursuance of said agreement, said Al Meyers performed Sixty-Nine and one-half days labor in and upon said Soo Quartz Mining Claim, in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim, and the mine situated therein, between the 29th day of July, 1913, and the 8th day of Oitober, 1913, both inclusive, at the rate of five dollars per day as aforesaid, which labor, above described, is of the value of Three Hundred and Forty-seven 50-100 Dollars (\$347.50). That no part of said sum of Three Hundred and Forty-seven 50-100 Dollars has been paid; and since said 8th day of October, 1913, there has been, and now is, from said defendants, the sum of Three Hundred and Forty-seven and 50-100 dollars due on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 7th day of November, 1913, the said Al Meyers duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owner of said mining ground; and also the name of the person who employed the said Meyers as aforesaid, together with a statement of the terms of agreement between said Meyers and said employers and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit E", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said Al Meyers as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be subject to the lien of the said Al Meyers above mentioned.

VIII.

That the said Al Meyers has paid the sum of Eleven Dollars and Seventy-five Cents as a necessary charge and expense for preparing and recording said lien, to-wit; Four Dollars and Twenty-Five Cents for recording thereof, and Seven Dollars and Fifty Cents for preparing the same.

IX.

That the sum of Seventy-Five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of this suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Al Meyers assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND TENTH CAUSE OF ACTION AGAINST THE DEFENDANT PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation,

organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining claim above described.

V.

That on or about the 9th day of October, 1913, the said Al Meyers and the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining co-partners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said Al Meyers to work and labor upon and in the said Soo Quartz Mining Claim for the price of Five Dollars per day besides board and lodging; and that in pur-

suance of said agreement the said Myers performed Twenty-Nine and one-half days labor in and upon the said Soo Quartz Mining Claim and the mine situate therein in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim and the mine therein located, between the 9th day of October, 1913, and the 9th day of November, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, above described, is of the value of One Hundred Forty-seven Dollars and Fifty Cents (\$147.50). That no part of said sum of One Hundred and Forty-seven Dollars and Fifty Cents has been paid, save and except the sum of Fifty-four Dollars and Seventy-five Cents; and that since the said 9th day of November, 1913, there has been due and owing from the said defendants, on account of said labor, the sum of Ninety-two Dollars and Seventy-five Cents, besides interest at the legal rate from said last mentioned date.

VI.

That on the second day of December, 1913, the said Al Meyers duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Recording Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owners of said mining claim and containing

also the names of the persons who employed him as aforesaid together with a statement of the terms of agreement between said Al Meyers and said employer, and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit E 1, to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by said Al Meyers as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim and the Machinery and improvements situated thereon, shall be subject to the lien of the said Al Meyers above mentioned.

VIII.

That the said Al Meyers has paid the sum of Six Dollars and Seventy-five Cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-

wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Al Meyers assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND ELEVENTH CAUSE
OF ACTION AGAINST THE DEFENDANTS
PLAINTIFF ALLEGES:

1.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation, organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, The Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the 11th day of August, 1913, one John Kuhl and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for said Reliance Mining Company, owners of said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants W. L. Spaulding and Raymond Brumbaugh employed the said John Kuhl to work and labor upon and in said Soo Quartz Mining Claim, for the price of Five Dollars per day, besides board and lodging; and that in pursuance of said agreement, said John Kuhl performed Fifty-eight (58) days labor in and upon said Soo Quartz Mining Claim, in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim, and the mine situated therein, between the 11th day of August, 1913, and the 8th day of October, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, above described, is of the value of Two Hundred and Ninety (\$290.00) Dollars. That no part of said sum of Two Hundred and Ninety Dollars has been paid; and since the said 8th day of October, 1913, there has been, and now is, from said defendants, the sum of

Two Hundred and Ninety Dollars due on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 7th day of November, 1913, the said John Kuhl duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owner of said mining ground; and also the name of the person who employed the said John Kuhl as aforesaid, together with a statement of the terms of agreement between said John Kuhl and said employers and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit F", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said John Kuhl as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be

subject to the lien of the said John Kuhl above mentioned.

VIII.

That the said John Kuhl has paid the sum of Eleven Dollars and Seventy-five Cents as a necessary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-five Cents for recording thereof, and Seven Dollars and Fifty Cents for preparing the same.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of this suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said John Kuhl assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND TWELFTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation, organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That on or about the 9th day of October, 1913, the said John Kuhl and the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining co-partners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement where the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said

John Kuhl to work and labor upon the said Soo Quartz Mining Claim for the price of Five Dollars per day besides board and lodging; and that in pursuance of said agreement the said Kuhl performed Nineteen days Labor in and upon the said Soo Quartz Mining Claim and the mine situated therein in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim and the mine therein located, between the 9th day of October, 1913, and the 9th day of November, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, above described, is of the value of Ninety Five (\$95.) Dollars. That no part of said sum of Ninety Five Dollars has been paid save and except the sum of Thirty-nine Dollars and Twenty-five Cents; and that since the said 9th day of November, 1913, there has been due and owing from the said defendants, on account of said labor, the sum of Fifty-five Dollars and Seventy-five Cents, besides interest at the legal rate from said last mentioned date.

VI.

That on the 2nd day of December, 1913, the said John Kuhl duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Recording Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or

reputed owners of said mining claim and containing also the names of the persons who employed him as aforesaid; together with a statement of the terms of agreement between said John Kuhl and said employer, and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit F I", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by said John Kuhl as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim and the machinery and improvements situated thereon, shall be subject to the lien of the said John Kuhl above mentioned.

VIII.

That the said John Kuhl has paid the sum of Six Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-

wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said John Kuhl assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND THIRTEENTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the First day of September, 1913, one Olie Simonson and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for said Reliance Mining Company, owners of said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said Olie Simonson to work and labor upon and in said Soo Quartz Mining Claim, for the price of Five Dollars per day, besides board and lodging; and tht in pursuance of said agreement, said Olie Simonson performed Thirty-two days labor in and upon said Soo Quartz Mining Claim, in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim, and the mine situated therein, between the First day of September, 1913, and the 8th day of October, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, above described, is of the value of One Hundred and Sixty (\$160.00) Dollars. That no part of said sum of One Hundred and Sixty Dollars has been paid; and since the said 8th day of October, 1913, there has been, and now is, from said defendants, the sum of

One Hundred and Sixty Dollars due on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 7th day of November, 1913, the said Olie Simonson duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owner of said mining ground; and also the name of the person who employed the said Simonson as aforesaid, together with a statement of the terms of agreement between said Simonson and said employers and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit G", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by said Olie Simonson as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the ma-

chinery and improvements situated thereon, shall be subject to the lien of the said Olie Simonson above mentioned.

VIII.

That the said Olie Simonson has paid the sum of Eleven Dollars and Seventy-five Cents as a necessary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-five Cents for recording thereof, and Seven Dollars and Fifty Cents for preparing the same.

IX.

That the sum of Seventy-five dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of this suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Olie Simonson assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND FOURTEENTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That on or about 9th day of October, 1913, the said Olie Simonson and the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said Ole

Simonson to work and labor upon the said Soo Quartz Mining Claim; and that in pursuance of said agreement the said Simonson performed Twenty-five (25) days labor in and upon the said Soo Quartz Mining Claim and the mine situate therein in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim and the mine therein located, between the 9th day of October, 1913, and the 9th day of November, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, above described, is of the value of One Hundred and Twenty-five (\$125.00) Dollars: That no part of said sum of One Hundred and Twenty-five Dollars has been paid, save and except the sum of Fifty-one Dollars and Sixty-five Cents; and that since the said 9th day of November, 1913, there has been due and owing from the said defendants, on account of said labor, the sum of Seventy-three Dollars and Thirty-five Cents, besides interest at the legal rate from said last mentioned date.

VI.

That on the 2nd day of December, 1913, the said Olie Simonson duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Recording Precinct, Alaska, in which said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed

owners of said mining claim and containing also the names of the person who employed him as aforesaid; together with a statement of the terms of agreement between said Olie Simonson and said employer, and the conditions of said contract and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit G I", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by said Olie Simonson as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim and the machinery and improvements situated thereon, shall be subject to the lien of the said Olie Simonson above mentioned.

VIII.

That the said Olie Simonson has paid the sum of Six Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Olie Simonson assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND FOURTEENTH CAUSE OF ACTION AGAINST THE DEFENDANT PLAINTIFF ALLEGES: .

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, said defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prsopecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz mining claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite placer mining claim Number 9, in the Fair-

banks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the 14th day of August, 1913, one Martin Milland and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for said Reliance Mining Company, owners of said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said Martin Milland to work and labor as blacksmith upon and in said Soo Quartz Mining Claim, for the price of Six Dollars per day, besides board and lodging; and that in pursuance of said agreement, said Martin Milland performed Fifty-three and one-half ($53\frac{1}{2}$) days labor in and upon said Soo Quartz Mining Claim, as blacksmith, in assisting in running tunnels and stopes, and in the working, developing and improving the said Soo Quartz Mining Claim, and the mine situated therein, between the 14th day of August, 1913, and the 8th day of October, 1913, both inclusive, at the rate of six dollars per day as aforesaid, which labor, above described, is of the value of Three Hundred Twenty-one (\$321.00) Dollars: That no part of said sum of Three Hundred Twenty-one Dollars has been paid,

save and except the sum of Fifty (\$50.00) Dollars, and no more; And since the said 8th day of October, 1913, there has been, and now is, from said defendants, the sum of Two Hundred and Seventy-one (\$271.00) Dollars due on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 7th day of November, 1913, the said Martin Milland duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owner of said mining ground; and also the name of the person who employed the said Martin Milland as aforesaid, together with a statement of the terms of agreement between said Milland and said employers and the condition of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit H", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said Martin Milland as aforesaid, was performed with a knowledge and consent of the said Reliance Mining

Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be subject to the lien of the said Martin Milland above mentioned.

VIII.

That the said Martin Milland has paid the sum of Eleven Dollars and Seventy-five Cents as a necessary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-five Cents for recording thereof, and Seven Dollars and Fifty Cents for preparing the same.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of this suit, to-wit: on or about the Fourth Day of December, 1913, for a valuable consideration, the said Martin Milland assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND FIFTEENTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

1.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were

mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, said defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the 9th day of October, 1913, one Martin Milland and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for said Reliance Mining Company, owners of the said Soo Quartz

Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said Martin Milland to work and labor upon and in said Soo Quartz Mining Claim, for the price of Six Dollars per day, besides board and lodging; and that in pursuance of said agreement, said Martin Milland performed Thirty-two-days labor in and upon said Soo Quartz Mining Claim as blacksmith, in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim, and the mine therein situated, between the 9th day of October, 1913, and the 9th day of November, 1913, both inclusive, at the rate of Six Dollars per day as aforesaid, which labor, above described, is of the value of One Hundred and Ninety-two (\$192.00) Dollars: That no part of said sum of One Hundred and Ninety-two Dollars has been paid, save and except the sum of Sixty-nine Dollars and Fifty Cents, and no more. And since the said day of November, 1913, there has been, and now is due to plaintiff the sum of One Hundred and Twenty-two Dollars and Fifty Cents, on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 2nd day of December, 1913, the said Martin Milland duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Recording Precinct, Alaska, in which pre-

cinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owners of said mining claim and containing also the names of the persons who employed him as aforesaid; together with a statement of the terms of agreement between said Martin Milland and said employer, and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit H 1", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by said Martin Milland as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim and the machinery and improvements situated thereon, shall be subject to the lien of the said Martin Milland above mentioned.

VIII.

That the said Martin Milland paid the sum of Six Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of Seventy-five dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration said Martin Milland assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND SIXTEENTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing and working as lessees or reputed lessees, upon and in that certain lode

quartz claim known as the SOO QAURTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the 25th day of September, 1913, one Steve Paskalish and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for said Reliance Mining Company, owners of said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said Steve Paskalich to work and labor upon and in said Soo Quartz Mining Claim, for the price of Five Dollars per day, besides board and lodging; and that in pursuance of said agreement, said Steve Paskalich performed Thirteen and one-half ($13\frac{1}{2}$) days labor in and upon said Soo Quartz Mining Claim, in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim, and the mine situated therein, between the 25th day of September, 1913, and the 8th day of October, 1913, both inclus-

ive, at the rate of five dollars per day as aforesaid, which labor, above described, is of the value of Sixty-seven and 50-100 (\$67.50) Dollars: That no part of said sum of Sixty-seven Dollars and Fifty cents has been paid; and since the said 8th day of October, 1913, there has been, and now is due, from said defendant, the sum of Sixty-seven Dollars and Fifty cents on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 7th day of November, 1913, the said Steve Paskalich duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owner of said mining ground; and also the name of the person who employed the said Paskalich as aforesaid, together with a statement of the terms of agreement between said Paskalich and said employers and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit I", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said Steve Paskalich as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the machinery and improvement situated thereon, shall be subject to the lien of the said Steve Paskalich above mentioned.

VIII.

That the said Steve Paskalich has paid the sum of Eleven Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-five cents for recording thereof, and seven Dollars and Fifty cents for preparing the same.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of this suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Steve Paskalich assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND SEVENTEENTH

CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That on or about the 9th day of October, 1913, the said Steve Paskalich and the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining co-partners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh employed the said Steve Paskalich to work and labor upon the said Soo Quartz Mining Claim for the price of Five Dollars per day besides board and lodging; and that in pursuance of said agreement said Paskalich performed Twenty-five and one-half days labor in and upon the said Soo Quartz Mining Claim and the mine situate therein in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim and the mine therein located, between the 9th day of October, 1913, and the 9th day of November, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, above described, is of the value of One Hundred and Twenty-seven Dollars and fifty cents: That no part of said One Hundred and Twenty-seven Dollars and fifty cents has been paid, save and except the sum of Fifty-one Dollars and Seventy-five cents, and no more; and that since the 9th day of November, 1913, there has been due and owing from the said defendants, on account of said labor, the sum of Seventy-five Dollars and Seventy-five cents, be-

sides interest at the legal rate from said last mentioned date.

VI.

That on the 2nd day of December, 1913, the said Steve Paskalich duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Recording Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owner of said mining claim and containing also the names of the persons who employed him as aforesaid; together with a statement of the terms of agreement between said Steve Paskalich and said employer, and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit I, 1," to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said Steve Paskalich as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in said Soo Quartz Mining Claim shall be subject to the lien of plaintiff above mentioned.

VIII.

That the said Steve Paskalich has paid the sum of Six Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of Seventy-five dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Steve Paskalich assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND EIGHTEENTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome Creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the 25th day of August, 1913, one H. H. Dech and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein the said defendant, W. L. Spanulding and Raymond Brumbaugh, employed the said H. H. Deck, to work and labor upon and in said Soo Quartz Mining Claim, for the price of Five Dollars per day, besides board and lodging; and that in pursuance of said agreement, said H. H. Dech performed Sixty-one and One-half days labor in and upon said Soo

Quartz Mining Claim, in assisting in running tunnels and stopes, and in the working, developing and improving the said Soo Quartz Mining claim, and the mine situated therein, between the 5th day of August, 1913, and the 8th day of October, 1913, both inclusive, at the rate of five dollars per day as aforesaid, which labor, above described, is of the value of Three Hundred and Seven Dollars and Fifty cents, (\$307.50). That no part of the said sum of Three Hundred and Seven Dollars and Fifty cents has been paid, save and except the sum of Twenty (\$20.00) Dollars, and no more; and since the said 8th day of October, 1913, there has been, and now is, from said defendants, the sum of Two Hundred and Eighty-seven Dollars and Fifty cents due on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 7th day of November, 1913, the said H. H. Dech duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owner of said mining ground; and also the name of the person who employed the said Dech as aforesaid, together with a statement of the terms of agreement

between said Dech and said employers and the condition of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff exhibit J", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said H. H. Deck as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the improvements and machinery situated thereon, shall be subject to the lien of the said H. H. Deck above mentioned.

VIII.

That the said H. H. Deck has paid the sum of Eleven Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-five cents for recording thereof, and Seven Dollars and Fifty cents for preparing the same.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of this suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said H. H. Deck assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND NINETEENTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9,

in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That on or about the 9th day of October, 1913, one H. H. Dech and the said defendants, W. L. Spaulding and Raymond Brumbaugh, mining co-partners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said H. H. Dech to work and labor upon the said Soo Quartz Mining Claim for the price of Five Dollars per day besides board and lodging; and that in pursuance of said agreement the said Dech performed fourteen and one-half days labor in and upon the said Soo Quartz Mining Claim and the mine situate therein in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim and the mine therein located, between the 9th day of October, 1913, and the 9th day of November, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, above described, is of the value of Seventy-two (\$72.50) Dollars and Fifty Cents: That no part of said sum of Seventy-two Dollars and

Fifty cents has been paid, save and except the sum of Forty (\$40.00) Dollars, and no more; and that since said 9th day of November, 1913, there has been due and owing from the said defendants, on account of said labor, the sum of Thirty-two '(\$32.50) Dollars and Fifty cents, besides interest at the legal rate from said last mentioned date.

VI.

That on the second day of December, 1913, the said H. H. Dech duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Recording Precinct, Alaska, in which precinct, said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owners of said mining claim and containing also the names of the persons who employed him as aforesaid; together with a statement of the terms of agreement between said H. H. Dech and said employer, and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit J I." to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said H. H. Dech as aforesaid, was performed with a

knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim and the machinery and improvements situated thereon, shall be subject to the lien of the said H. H. Dech above metnioned.

VIII.

That the said H. H. Dech has paid the sum of Six Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said H. H. Dech assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND TWENTIETH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations un-

der the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the 14th day of July, 1913, one Mrs. H. H. Dech and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves, and as agents for said Reliance Mining Company, owners of said Soo Quartz Mining Claim, entered into an agreement where the

said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said Mrs. H. H. Dech to work and labor as cook upon and in said Soo Quartz Mining Claim, for the price of Five Dollars per day, besides board and lodging; and that in pursuance of said agreement, said Mrs. H. H. Dech performed Eighty-one (81) days labor as cook in and upon said Soo Quartz Mining Claim, and as such cook assisted in the working, developing and improving of the said Soo Quartz Mining Claim, and the mine situated therein, between the 14th day of July, 1913, and the 8th day of October, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, is of the value of Four Hundred and Five (\$405.00) Dollars: That no part of said sum of Four Hundred and Five Dollars has been paid; and since the said 8th day of October, 1913, there has been, and now is due from said defendants, the sum of Four Hundred and Five Dollars on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 7th day of November, 1913, the said Mrs. H. H. Dech duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, her claim of lien duly verified by oath, which claim of lien contained a statement of her demand after deducting all just

credits and set-offs, with the name of the owner or reputed owner of said mining ground; and also the name of the person who employed the said Mrs. H. H. Dech as aforesaid, together with a statement of the terms of agreement between said Mrs. H. H. Dech and said employers and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit K", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said Mrs. H. H. Dech as aforesaid was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be subject to the lien of the said Mrs. H. H. Dech above mentioned.

VIII.

That the said Mrs. H. H. Dech has paid the sum of Eleven Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien; to-wit: Four Dollars and Twenty-five cents for recording thereof, and seven Dollars and fifty cents for preparing the same.

IX.

That the sum of Seventy-five Dollars is a reason-

able attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of this suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Mrs. H. H. Dech assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND TWENTY-FIRST CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half

mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That on or about the 9th day of October, 1913, the said Mrs. H. H. Dech and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining co-partners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh employed the said Mrs. H. H. Dech to work and labor as cook upon the said Soo Quartz Mining Claim for the price of Five Dollars per day besides board and lodging; and that in pursuance of said agreement the said Mrs. H. H. Dech performed Thirty-three and one-half ($33\frac{1}{2}$) days labor as cook upon the said Soo Quartz Mining Claim and the mine situate therein, thereby assisting in the work of running tunnels and stopes, and in the working and developing and improving the said Soo Quartz Mining Claim and the mine therein located, between the 9th day of October, 1913, and the 14th day of No-

vember, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor above described, is of the value of One Hundred and Sixty-seven Dollars and Fifty cents (\$167.50): That no part of said sum of One Hundred and Sixty-seven Dollars and Fifty cents has been paid, save and except the sum of Fifty-seven Dollars and Eighty-five cents, and no more, and that since the said 14th day of November, 1913, there has been due and owing from the said defendants, on account of said labor, the sum of One Hundred Nine Dollars and Sixty-five cents (\$109.65), besides interest at the legal rate from said last mentioned date.

VI.

That on the 2nd day of December, 1913, the said Mrs. H. H. Dech duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Recording Precinct, Alaska, in which precinct said property is situated, her claim of lien, duly verified by her oath, which claim of lien contained a statement of her demand after deducting all just credits and set-offs, with the name of the owner or reputed owners of said mining claim and containing also the names of the persons who employed her as aforesaid; together with a statement of the terms of agreement between said Mrs. H. H. Dech and said employer, and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and

marked "plaintiff's exhibit K I", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the said work and labor was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim and the machinery and improvements situated thereon, shall be subject to the lien of the said Mrs. H. H. Dech above mentioned.

VIII.

That the said Mrs. H. H. Deck has paid the sum of Six Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Mrs. H. H. Deck assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND TWENTY-SECOND CAUSE OF ACTION AGAINST THE DEFEND-

ANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, said defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode Quartz claim known as the SOO MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the 13th day of September, 1913, one

Hugh Ferry and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for said Reliance Mining Company, owners of said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said Hugh Ferry to work and labor upon and in said Soo Quartz Mining Claim, for the price of Five Dollars per day, besides board and lodging; and that in pursuance of said agreement, said Hugh Ferry performed Twenty-six (26) days labor in and upon said Soo Quartz Mining Claim, in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim and the mine situated therein, between the 13th day of September, 1913, and the 8th day of October, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, above described, is of the value of One Hundred and Thirty (\$130.00) Dollars: That no part of said sum of One Hundred and Thirty Dollars has been paid; and since the said 8th day of October, 1913, there has been, and now is, from said defendants, the sum of One Hundred and Thirty Dollars due on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 7th day of November, 1913, the said Hugh Ferry duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fair-

banks Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owner of said mining ground; and also the name of the person who employed the said Hugh Ferry as aforesaid, together with a statement of the terms of agreement between said Ferry and said employers and the condition of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit L", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said Hugh Ferry as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be subject to the lien of the said Hugh Ferry above mentioned.

VIII.

That the said Hugh Ferry has paid the sum of Eleven Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-five cents for recording thereof, and Seven Dollars and Fifty cents

for preparing the same.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of this suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Hugh Ferry assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND TWENTY-THIRD CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

II.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working

as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That on or about the 8th day of October, 1913, the said Hugh Ferry and the said defendants W. L. Spaulding and Raymond Brumbaugh, mining co-partners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants, W. L. Spaulding and Raymond Brumbaugh, employed the said Hugh Ferry to work and labor in and upon the said Soo Quartz Mining Claim for the price of Five Dollars per day besides board and lodging; and that in pursuance of said agreement the said Ferry performed Twenty-eight (28) days labor in and upon the said Soo Quartz Mining Claim and the mine situated therein in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim and the mine therein

located, between the 9th day of October, 1913, and the 9th day of November, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor, above described, is of the value of One Hundred Forty (\$140.00) Dollars: That no part of said sum of One Hundred Forty Dollars has been paid, save and except the sum of Fifty-six Dollars and Eighty-one cents, and no more; and that since the said 9th day of November, 1913, there has been due and owing from the said defendants, on account of said labor, the sum of Eighty-three Dollars and Nineteen cents, besides interest at the legal rate from said last mentioned date.

VI.

That on the 2nd day of December, 1913, the said Hugh Ferry duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Recording Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owners of said mining claim and containing also the names of the persons who employed him as aforesaid; together with a statement of the terms of agreement between said Hugh Ferry and said employer, and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's ex-

hibit L 1", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by said Hugh Ferry as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company that its interest in the said Soo Quartz Mining Claim and the machinery and improvements situated thereon, shall be subject to the lien of the said Hugh Ferry above mentioned.

VIII.

That the said Hugh Ferry has paid the sum of Six Dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Hugh Ferry assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND TWENTY-FOURTH
CAUSE OF ACTION AGAINST THE DEFEND-

ANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon the Third day of August, 1913, one

Louis Behl and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for said Reliance Mining Company, owners of said Soo Quartz Mining Claim, entered into an agreement wherein the said defendants W. L. Spaulding and Raymond Brumbaugh, employed the said Louis Behl to work and labor upon and in said Soo Quartz Mining Claim, for the price of Five Dollars per day, besides board and lodging; and that in pursuance of said agreement, said Louis Behl performed Seventy-three (73) days labor in and upon said Soo Quartz Mining Claim, in assisting in running tunnels and stopes, and in working, developing and improving the said Soo Quartz Mining Claim, and the mine situated therein, between the Third day of August, 1913, and the First day of November, 1913, both inclusive, at the rate of Five Dollars per day as aforesaid, which labor above described, is of the value of Three Hundred and Sixty-five (\$365.00) Dollars: That no part of said sum of Three Hundred and Sixty-five Dollars has been paid save and except the sum of Thirty-five Dollars and Twenty-five cents, and no part more; and since the said First day of November, there has been, and now is, from said defendant, the sum of Three Hundred and Twenty-nine Dollars and Seventy-five cents due on account of said labor above described, besides interest at the legal rate from said last mentioned date.

VI.

That on the 28th day of November, 1913, Louis Behl duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owner of said mining ground; and also the name of the person who employed the said Behl as aforesaid, together with a statement of the terms of agreement between said Behl and said employers and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit M", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said Louis Behl as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be subject to the lien of the said Louis Behl above mentioned.

VIII.

That the said Louis Behl has paid the sum of Eleven dollars and Seventy-five cents as a necessary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-five cents for recording thereof, and seven dollars and fifty cents for preparing the same.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instiuting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of this suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said Louis Behl assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND TWENTY-FIFTH CAUSE OF ACTION AGAINST THE DEFENDANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned the defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, the defendant, the Reliance Mining Company, was a corporation

organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO QUARTZ MINING CLAIM, situate about one-half mile Northwest of Pedro Dome, on the right limit of Dome Creek, a tributary of the Chatanika river, and opposite creek placer mining claim Number 9, in the Fairbanks Recording Precinct, Alaska.

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon or about the 12th day of July, 1913, one William Ahlmark and defendants, W. L. Spaulding and Raymond Brumbaugh, mining copartners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein said defendants W. L. Spaulding and Raymond Brumbaugh employed said William Ahlmark as a teamster, to work and labor upon and about said Soo Quartz Mining Claim for the price of five dollars per day besides board and lodging; and in pursuance

of said agreement, the said William Ahlmark performed Seventy-six and one-half ($76\frac{1}{2}$) days labor as such teamster in hauling and delivering wood for said mine and other work as teamster in and about the same, all of which was in aiding of the working, development and improvement of the said Soo Quartz Mining Claim and the mine situated thereon, and which work was performed between the 12th day of July, 1913 and the 8th day of October, 1913, both inclusive, which labor above described is of the value of Three Hundred Eighty-two Dollars and Fifty cents (\$382.50): That no part of said sum of Three Hundred Eighty-two Dollars and Fifty cents has been paid, and since the said 8th day of October, 1913, there has been and now is due from said defendants the sum of Three Hundred Eighty-two Dollars and Fifty cents, on account of said labor above described, besides interest at the legal rate from said last mentioned date: That upon the said 12th day of July, 1913, and as a part of the contract above set forth, the defendants W. L. Spaulding and Raymond Brumbaugh, hired from the said William Ahlmark one team of horses to work in hauling wood for said mine and perform other work in and around the same at the price of Five Dollars per day and board for said team: That under the terms of said contract said team of horses performed Sixty-seven and one-half ($67\frac{1}{2}$) days work which work was in aiding of the working, development and improvement of said Soo Quartz Mining Claim, and was performed be-

tween the 12th day of July, 1913, and the 8th day of October, 1913; that the rental value of said team of horses for the said 67½ days work was the sum of Three Hundred Thirty-seven (\$337.00) Dollars: That no part of the said sum of Three Hundred Thirty-seven Dollars has been paid, save and except the sum of One Hundred Twelve (\$112.00) Dollars, and since the 8th day of October, there has been, and now is from the said defendants the sum of Two Hundred Twenty-five Dollars due on account of the said team hire above described, besides interest at the legal rate from the said last mentioned date.

VI.

That on the 7th day of November, 1913, the said William Ahlmark duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits and set-offs, with the name of the owner or reputed owner of said mining ground, and also the name of the person who employed the said William Ahlmark as aforesaid, together with a statement of the terms of agreement between said William Ahlmark and said employers and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked "plaintiff's exhibit N", to which reference is hereby made and

which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said William Ahlmark as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation, and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be subject to the lien of the said William Ahlmark above mentioned.

VIII.

That the said William Ahlmark has paid the sum of Eleven Dollars and seventy-five cents as a necessary charge and expense for preparing and recording said lien, to-wit: Four Dollars and Twenty-five cents for recording thereof, and Seven Dollars and Fifty cents for preparing the same.

IX.

That the sum of Seventy-five Dollars is a reasonable attorney's fee for instituting and prosecuting this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of this suit, to-wit: on or about the Fourth day of December, 1913, for a valuable consideration, the said William Ahlmark assigned and transferred said account and lien to the plaintiff herein.

FOR A FURTHER AND TWENTY-SIXTH
CAUSE OF ACTION AGAINST THE DEFEND-
ANTS PLAINTIFF ALLEGES:

I.

That at all times herein mentioned said defendants, W. L. Spaulding and Raymond Brumbaugh were mining copartners conducting mining operations under the firm name and style of the SOO MINING COMPANY;

II.

That at all times herein mentioned, said defendants, the Reliance Mining Company, was a corporation organized and existing under and by virtue of the laws of the State of Nevada;

III.

That at all times herein mentioned, said defendants, W. L. Spaulding and Raymond Brumbaugh, were prospecting, developing, improving and working as lessees or reputed lessees, upon and in that certain lode quartz claim known as the SOO MINING CLAIM, situated about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, a tributary of the Chatanika river, and opposite creek placer mining claim number 9, in the Fairbanks Recording Precinct, Alaska;

IV.

That at all times herein mentioned, the defendant, the Reliance Mining Company, a corporation, was, and now is, the owner and reputed owners of said Soo Quartz Mining Claim above described.

V.

That upon or about the 9th day of October, 1913, one William Ahlmark and the defendants, W. L. Spaulding and Raymond Brumbaugh, mining co-partners as aforesaid, for themselves and as agents for the said Reliance Mining Company, owners of the said Soo Quartz Mining Claim, entered into an agreement wherein said defendants, W. L. Spaulding and Raymond Brumbaugh employed said William Ahlmark as a teamster, to work and labor upon and about said Soo Quartz Mining Claim for the price of five dollars per day besides board and lodging; and in pursuance of said agreement, the said William Ahlmark performed twenty-five days labor as such teamster in hauling and delivering wood for said mine and other work as teamster in and about the same, all of which was in aiding of the working, development and improvement of the said Soo Quartz Mining Claim and the mine situated thereon, and which work was performed between the 9th day of October, 1913, and the 9th day of November, 1913, inclusive, which labor above described is of the value of One Hundred Twenty-five (\$125.00) Dollars: That no part of said sum of One Hundred Twenty-five Dollars has been paid and since the said 9th day of November, 1913, there has been and now is due from said defendants the sum of One Hundred Twenty-five Dollars on account of said labor above described besides interest at the legal rate from said last mentioned date. That upon the said 9th day of October, 1913, and as

part of the contract above set forth, the defendants, W. L. Spaulding and Raymond Brumbaugh, hired from the said William Ahlmark one team of horses to work in hauling wood for said mine and perform other work in and around the same at price of Five Dollars per day and board for said team: That under the terms of said agreement said team of horses performed Twenty-six (26) days work which work was in aiding of the working, development and improvement of said Soo Quartz Mining Claim, and was performed between the 9th day of October, 1913 and the 9th day of November, 1913; that the rental value of said team of horses for said time was the sum of One Hundred Thirty (130.) Dollars: That no part of said sum of One Hundred Thirty Dollars has been paid save and except the sum of One Hundred Fifteen (\$115.00) Dollars, and since the 9th day of November, 1913, there has been, and now is, from the said defendants the sum of Fifteen (15) Dollars due on account of the said team hire above described, besides interest at the legal rate from the said last mentioned date.

VI.

That on the 2nd day of December, 1913, the said William Ahlmark duly filed and recorded in the office of the commissioner and ex-officio recorder for the Fairbanks Precinct, Alaska, in which precinct said property is situated, his claim of lien, duly verified by his oath, which claim of lien contained a statement of his demand after deducting all just credits

and set-offs, with the name of the owner or reputed owner of said mining ground, and also the name of the person who employed the said William Ahlmark as aforesaid, together with a statement of the terms of agreement between said William Ahlmark and said employers and the conditions of said contract; and also a description of the property sought to be charged with a labor lien in the premises, a copy of which lien is hereto attached and marked plaintiff's exhibit N 1", to which reference is hereby made and which exhibit is hereby made a part of this complaint.

VII.

That the work and labor performed by the said William Ahlmark as aforesaid, was performed with a knowledge and consent of the said Reliance Mining Company, a corporation and its officers, and the said Reliance Mining Company consented that its interest in the said Soo Quartz Mining Claim, and the machinery and improvements situated thereon, shall be subject to the lien of the said William Ahlmark above mentioned.

VIII.

That the said William Ahlmark has paid the sum of six dollars and seventy-five cents as a necessary charge and expense for preparing and recording said lien.

IX.

That the sum of seventy-five dollars is a reasonable attorney's fee for instituting and prosecuting

this cause of action in this suit in the above entitled Court.

X.

That prior to the commencement of said suit, to-wit: on or about the fourth day of December, 1913, for a valuable consideration, the said William Ahlmark assigned and transferred said account and lien to the plaintiff herein.

Wherefore:

Plaintiff prays for judgment against defendants.

I.

For the sum of five thousand one hundred sixty-four and 83-100 '(\$5,164.83) dollars on said labor accounts; for the sum of two hundred fifty-two and 25-100 (\$252.25) dollars for expense for preparing and filing said liens, and for attorney's fees in the sum of two thousand twenty-five (\$2,025.00) Dollars; all aggregating the sum of seven thousand four hundred forty-two and .08-100 (\$7,442.08) dollars, together with interest thereon until paid.

II.

That said aggregate sum of \$7,442.08, be by this Court adjudged to be a lien against the mining claim herein above described.

III.

That said mining ground above described, together with the buildings, improvements and machinery thereon, and described in said liens, be adjudged and decreed by this Court, to be sold, according to law, and the practice of this Court, as real estate is sold

under execution in Alaska, and that the proceeds of such sale be applied to the payment of the costs of these proceedings, and a reasonable attorney's fee to be allowed by this Court, to-wit: the sum of \$2,025.00, and the plaintiff's demand herein as aforesaid.

IV.

That plaintiff be allowed his costs and disbursements herein expended, and that the same may be made a lien upon the premises herein described.

V.

That the plaintiff or other parties to this suit, may become a purchaser at any sale, under any decree entered herein.

VI.

That the plaintiff may have such other and general relief in the premises as this Court may deem just and equitable.

T. A. MARQUAM,
Attorney for Plaintiff.

“EXHIBIT A”
CLAIM OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That S. A. Martin of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining Claim hereinafter described, and who are reputed to be copartners con-

ducting the said operations under the name of the SOO MINING COMPANY, performed labor as a miner in running tunnels and stopes and in the working and development of that certain quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon and therein situated, which mining claim is hereinafter more particularly described;

That the contract and reasonable price of such labor so performed was the sum of five dollars per day, and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars per day and board for such labor;

That between July 28 1913 and the 8th day of October, 1913, inclusive, under the terms of said contract, said S. A. Martin performed $73\frac{1}{2}$ days labor in and upon said mining claim in the working and development thereof as aforeseaid;

That for the work so performed, claimant received his board during the time he so worked, but nothing more; and that the sum of Three hundred and sixty-two and 50-100 (\$362.50) dollars is now due for said labor so performed after deducting all just credits and offsets;

That S. A. Martin claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, the mine and lode thereon, and therein situated, together with the improvements and machinery situated thereon or connected therewith, also the leasehold interest of W. L. Spaulding in and to the Soo Mining Claim above described

which lease is recorded at page 498 Vol. 5, of Leases in the office of the recorder for the Fairbanks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said leasehold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked Southeast corner; thence in a westerly direction 1,500 feet to a post marked Southwest Corner; thence in a northerly direction 300 feet to a post marked Center End; thence in a northerly direction 300 feet to a post marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked Northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Mining Claim, all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; and that the location certificate of said Soo Quartz Mining Claim is recorded at page 73 Volume 12 of locations in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien, is a certain boiler house

with boiler, hoist, five horse power engine and three stamp mill situated at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situated at the head of Dome creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough vice president and R. C. Erchinger secretary, are the owners or reputed (owners of the said Soo Quartz Mining Claim and three stamp mill situated thereon, and the labor performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the building enclosing the same, above described, except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessees or **reputed** lessees of said mining property.

That thirty days has not elapsed since the last item

of labor above mentioned was performed.

S. A. MARTIN,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

S. A. Martin, being first duly sworn, on oath, says:
That he is the lien claimant mentioned in the foregoing claim of lien, knows the contents thereof, and that the same is true; and that said claim of lien contains, among other things, a correct statement of the claimant's demand after deducting all just credits and set-offs.

S. A. MARTIN.

Subscribed and sworn to before me this 7th day of
November, A. D. 1913.

(SEAL)

T. A. MARQUAM,
A Notary Public for District of Alaska.
My commission will expire July 6, 1914.

“EXHIBIT A 1”
CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That
S. A. MARTIN of Fairbanks, Alaska, has, by virtue
of a contract heretofore made with W. L. Spaulding
and Raymond Brumbaugh, mining copartners, per-
formed work and labor as hereinafter set forth as a
miner and mine foreman in running tunnels and
stopes and in the working and developing of the Soo
Quartz Mining claim and the mine situate thereon;
and said mining claim and mine together with the

improvements thereon being at the time the property of the Reliance Mining Company, a corporation organized and existing under the laws of Nevada, and doing business in Alaska;

Said Soo Quartz Mining Claim is situated about one-half mile Northwest of Pedro Dome on the right limit of Dome creek, opposite creek placer mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Location in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive and the 10th day of November, 1913, claimant performed as aforesaid 31 days labor, 15½ days as a miner at \$5.00 per day and 15½ days as foreman at \$8.00 per day.

That the contract and reasonable price of wages for said work and labor so performed was five dollars per day for work as a miner and \$8.00 per day as foreman besides board.

That for said work there was due claimant in wages \$201.50 dollars, on account thereof claimant received \$72.45 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$128.05.

That said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year leasehold interest in the said Soo Quartz Mining

Claim beginning June 9th, 1913, which is recorded, November, 5th, 1913, at page 498, Vol. 5 of Leases of the aforesaid records; and he is also the owner, or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing the same.

That claimant herein claims a lien for the amounts due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated, all of which the Reliance Mining Company are the owners or reputed owners. He also claims a lien therefore, upon the leasehold interest in said Soo Quartz Mining Claim, owned by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was performed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

S. A. MARTIN,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

S. A. Martin, being first duly sworn, on oath, says: That he is the lien claimant herein; that he has read

the foregoing claim of lien, knows the contents thereof, and that the same is true: That said claim of lien contains a correct statement of claimant's demand after deducting all just credits and set-offs.

S. A. MARTIN,

Subscribed and sworn to before me this 15th day of November, 1913.

'(SEAL)

T. A. MARQUAM,

Notary Public in and for Alaska.

My commission expires July 6, 1914.

"EXHIBIT B"

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That John Curry, of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations under the name of the SOO MINING COMPANY, performed labor as engineer and mill-man in the mining, working and development of that certain Quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon, and therein situated, which mining claim is hereinafter more particularly described;

That the contract and reasonable price of such labor so performed was the sum of five dollars per day, and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein

five dollars per day and board for such labor;

That between September 1st, 1913, and the 8th day of October, 1913, inclusive, under the terms of said contract, said John Curry performed Thirty-eight (38) days labor in and upon said mining claims in the working and development thereof as aforesaid;

That for the work so performed, claimant received his board during the time he so worked, but nothing more; and that the sum of One hundred and ninety (\$190.00) dollars is now due for said labor so performed, after deducting all just credits and set-offs;

That John Curry claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, the mine and lode thereon and therein situated, together with the improvements and machinery situated thereon; also the leasehold interest of W. L. Spaulding in and to the Soo Mining Claim above described, which lease is recorded at page 498, Vol. 5 of Lases, in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said leasehold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked southesast corner; thence in a westerly direction 1500 feet to a post marked Southwest corner; thence in a northerly direction 300 feet to a post marked Center End;

thence in a northerly direction 300 feet to a post marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked Northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome Creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Mining Claim; all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; that the location certificate of said Soo Quartz Mining Claim is recorded at page 73, Volume 12 of Locations in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien, is a certain boiler house, with boiler, hoist, five horsepower engine and three stamp mill situated at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate at the head of Dome creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond

Brumbaugh is president, L. B. Clough vice president and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim, and the three stamp mill situate thereon; and the labor performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the building enclosing the same, above described, except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessess or reputed lessees of said mining property.

That thirty days has not elapsed since the last item of labor above mentioned was performed.

JOHN CURRY,

Lien Claimant.

United States of America,

Territory of Alaska,—ss:

John Curry, being first duly sworn, on oath, says: That he is the lien claimant mentioned in the foregoing claim of lien; that he has read said claim of lien, knows the contents thereof, and that the same is true; and that said claim of lien contains, among other things, a correct statement of the claimant's

demand, after deducting all just credits and set-offs.

JOHN CURRY,

Lien Claimant.

Subscribed and sworn to before me this 7th day
of November, A. D. 1913.

(Seal)

T. A. MARQUAM,

A Notary Public for District of Alaska.

My commission will expire July 6, 1913.

“EXHIBIT B 1”

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That JOHN CURRY of Fairbanks, Alaska, has, by virtue of a contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, mining copartners, performed work and labor as hereinafter set forth as a miner in running tunnels and stopes and in the working and development of the Soo Quartz Mining Claim and the mine situate thereon; and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation, organized and existing under the laws of Nevada, and doing business in Alaska;

Said Soo Quartz Mining Claim is situated about one-half mile Northwest of Pedro Dome on the right limit of Dome Creek, opposite creek placer mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Locations in the

office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive, and the 9th day of November, 1913, claimant performed as aforesaid 36½ days labor.

That the contract and reasonable price of wages for said work and labor so performed was five dollars per day, besides board.

That for said work there was due claimant in wages \$182.50 dollars, on account thereof claimant received \$57.40 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$125.10.

That said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year lease hold interest in the said Soo Quartz Mining Claim beginning June 9th, 1913, which is recorded November 5th, 1913, at page 498, Vol. 5 of Leases of the aforesaid records; and he is also the owner, or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing same.

That claimant herein claims a lien for the amounts due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated,

all of which the Reliance Mining Company are the owners or reputed owners. He also claims a lien therefore, upon the lease hold interest in said Soo Quartz Mining Claim, owned by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was performed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

JOHN CURRY,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

John Curry, being first duly sworn, on oath, says: That he is the lien claimant herein; that he has read the foregoing claim of lien, knows the contents thereof, and that the same is true; That said claim of lien contains a correct statement of claimant's demand after deducting all just credits and set-offs.

JOHN CURRY,

Subscribed and sworn to before me this 17th day of Nov. 1913.

(SEAL)

T. A. MARQUAM,
Notary Public in and for Alaska.
My commission will expire July 6, 1914.

“EXHIBIT C”
CLAIM OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That John Nyland, of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining Claim hereinafter described, and who are reputed to be copartners conducting the said operations under the name of the SOO MINING COMPANY, performed labor as a miner in running tunnels and stopes and in the working and development of that certain quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon and therein situated, which mining claim is hereinafter more particularly described;

That the contract and reasonable price of such labors so performed was the sum of five dollars per day, and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars per day and board for such labor;

That between August 29, 1913, and the 8th day of October, 1913, inclusive, under the terms of said contract, said John Nyland performed forty-one (41) days labor in and upon said mining claim in the working and development thereof as aforesaid;

That for the work so performed, claimant received his board during the time he so worked, but nothing more; and that the sum of Two hundred and five

(\$205.00) dollars is now due for said labor so performed, after deducting all just credits and offsets;

That John Nyland claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, the mine and lode thereon, and therein situated, together with the improvements and machinery situated thereon or connected therewith, and hereinafter described; also the leasehold interest of W. L. Spaulding in and to the Soo Mining Claim above described which lease is recorded at page 498 Vol. 5 of Leases in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said leasehold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked Southeast corner; thence in a westerly direction 1500 feet to a post marked Southwest corner; thence in a northerly direction 300 feet to a post marked Center End; thence in a northerly direction 300 feet to a post marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome Creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Min-

ing Claim; all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; That the location certificate of said Soo Quartz Mining Claim is recorded at page 73, Vol. 12 of Locations in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien is a certain boiler house, with boiler and hoist and five horse power engine and three stamp mill situated at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate at the head of Dome creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough vice president and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim and the three stamp mill situate thereon, and the labor performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or re-

puted owner of all the machinery, stamp mill and equipment, and the building enclosing the same, above described except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessees or reputed lessees of said mining property.

That thirty days has not elapsed since the last item of labor about mentioned was performed.

JOHN NYLAND,

Lien Claimant.

United States of America,
Territory of Alaska,—ss:

John Nyland, being first duly sworn, on oath, says: That he is the lien claimant mentioned in the foregoing claim lien; that he has read said claim of lien, knows the contents thereof, and that the same is true; and that said claim of lien contains, among other things, a correct statement of the claimant's demand, after deducting all just credits and set-offs.

JOHN NYLAND.

Subscribed and sworn to before me this 7th day of November, A. D. 1913.

(SEAL)

T. A. MARQUAM,

A Notary Public for District of Alaska.

My commission will expire July 6, 1914.

EXHIBIT C 1."
CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS:
That John Nyland of Fairbanks, Alaska, has by virtue of a contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, mining copartners, performed work and labor as hereinafter set forth as a miner in running tunnels and stopes and in the working and development of the Soo Quartz Mining Claim and the mine situated thereon and therein; and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation organized and existing under the laws of Nevada, and doing business in Alaska;

Said Soo Quartz Mining Claim is situated about one-half mile Northwest of Pedro Dome on the right limit of Dome creek, opposite creek placer mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Locations in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive, and the 9th day of November, 1913, claimant performed as aforesaid 28½ days labor.

That the contract and reasonable price of wages for said work and labor so performed was five dollars

per day, besides board.

That for said work there was due claimant in wages \$142.50 dollars, on account thereof claimant received \$56.81 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$85.69.

That said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year lease hold interest in the said Soo Quartz Mining Claim beginning June 9th, 1913, which is recorded November, 5th, 1913, at page 498, Vol. 5 of leases of the aforesaid records, to which reference is made for a complete description thereof, and he is also the owner, or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing same.

That claimant herein claims a lien for the amounts due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated, of all of which the Reliance Mining Company are the owners or reputed owners. He also claims a lien therefore upon the lease hold interest in said Soo Quartz Mining Claim, owned by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was per-

formed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

JOHN NYLAND,
Lien Claimant.

United States of America,
Territory of Alaska,—ss.

John Nyland, being first duly sworn on oath says: That he is the lien claimant herein; that he has read the foregoing claim of lien, knows the contents thereof, and that the same is true: That said claim of lien contains a correct statement of claimant's demand, after deducting all just credits and set-offs.

JOHN NYLAND.

Subscribed and sworn to before me this 17 day of November, 1913.

'(SEAL)

T. A. MARQUAM.

Notary public for Alaska.

Commission expires July 6, 1914.

“EXHIBIT D”

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That Walford Peterson of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations under the name of the SOO MINING COM-

PANY, performed labor as a miner in running tunnels and stopes and in the working and development of that certain Quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon, and therein situated, which mining claim is hereinafter more particularly described;

That the contract and reasonable price of such labor so performed was the sum of five dollars per day, and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars per day and board for such labor;

That between July 22, 1913, and the 8th day of October, 1913, inclusive, under the terms of said contract, said Walford Peterson performed 74 days labor in and upon said mining claim in the working and development thereof as aforesaid;

That for the work so performed, claimant received his board during the time he so worked, but nothing more, except the sum of \$50.00; and that the sum of Three hundred and twenty (\$320.00) dollars is now due for said labor so performed, after deducting all just credits and offsets;

That Walford Peterson claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, the mine and lode thereon and therein situated, together with the improvements and machinery situated thereon; also the lease hold interest of W. L. Spaulding in and to the Soo Mining Claim above described, which lease is recorded at page 498, Vol. 5 of Leases in the office

of the Recorder for the Fairbanks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said lease hold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked Southeast Corner; thence in a westerly direction 1500 feet to a post marked Southwest Corner; thence in a northerly direction 300 feet to a post marked Center End; thence in a northerly direction 300 feet to a post marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked Northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Mining Claim; all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; that the location certificate of said Soo Quartz Mining Claim is recorded at page 73, Volume 12 of Locations in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien, is a certain boiler house, with boiler, hoist, five horse power engine and three stamp mill situated at the mouth of the shaft of the

mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate at the head of Dome creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough, vice-president and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim, and the three stamp mill situate thereon; and the labor so performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the building enclosing the same, above described, except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessees or reputed lessees of said mining property.

That thirty days has not elapsed since the last item

of labor above mentioned was performed.

S. A. MARTIN, Agt.
WALFORD PETERSON,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

S. A. Martin, being first duly sworn, on oath, says:
That he is the agent of the lien claimant above mentioned; that he has read said claim of lien, knows the contents thereof, has knowledge of the facts therein stated, and that the statements contained in said claim of lien are true, and that said claim of lien contains, among other things, a correct statement of the claimant's demand, after deducting all just credits and set-offs.

S. A. MARTIN.

Subscribed and sworn to before me this 7th day of
November, A. D. 1913.

(SEAL)

T. A. MARQUAM,
A Notary Public for District of Alaska.
My commission will expire July 6, 1914.

“EXHIBIT D 1”

CLAM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS:
That Walfred Peterson of Fairbanks, Alaska, has by virtue of a contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, mining co-partners, performed work and labor as hereinafter set forth as a miner in running tunnels and stopes and

in the working and development of the Soo Quartz Mining Claim and the mine situate thereon and therein; and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation organized and existing under the laws of Nevada, and doing business in Alaska;

Said Soo Quartz Mining Claim is situated about one-half mile northwest of Pedro Dome on the right limit of Dome creek, opposite creek placer mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Locations in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive and the 9th day of November, 1913, claimant performed as aforesaid 25 days labor.

That the contract and reasonable price of wages for said work and labor so performed was five dollars per day, besides board.

That for said work there was due claimant in wages \$125.00 dollars, on account thereof claimant received \$57.20 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$67.80.

That said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year lease hold interest in the said Soo Quartz Min-

ing Claim, beginning June 9, 1913, which is recorded November, 5th, 1913, at page 498, Vol. 5 of Leases of the aforesaid records, to which reference is made for a complete description thereof, and he is also the owner, or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing same.

That claimant herein claims a lien for the amounts due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated, of all of which the Reliance Mining Company are the owners or reputed owners. He also claims a lien therefore upon the leasehold interest in said Soo Quartz Mining Claim, owned by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was performed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

WALFRED PETERSON,

Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Walfred Peterson, being first duly sworn on oath

says: That he is the lien claimant herein; that he has read the foregoing claim of lien, knows the contents thereof, and that the same is true: That said claim of lien contains a correct statement of claimant's demand, after deducting all just credits and set-offs.

WALFRED PETERSON.

Subscribed and sworn to before me this 18th day of November, 1913.

(SEAL)

T. A. MARQUAM,

Notary Public for Alaska.

Commission expires July 6, 1914.

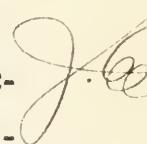
"EXHIBIT E"

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That Al Myers, of Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spalding and Raymond Brumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining claim, hereinafter described, and who are reputed to be copartners conducting the said operations under the name of the SOO MINING Company, performed labor as a miner in running tunnels and stopes and in the working and development of that certain quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon and therein situated, which mining claim is hereinafter more particualrly described;

That the contract and reasonable price of such

labor so performed was the sum of five dollars per day, and board, and the said W. L. Spaulding and Raymond Brumbough agreed to pay claimant herein five dollars per day and board for such labor;

That between July 2, 1913, and the 8th day of October, 1913, inclusive, under the terms of said contract, said Al Myers performed $69\frac{1}{2}$ days labor in and upon said mining claim in the working and development thereof as aforesaid; 

That for the work so performed, claimant received his board during the time he so worked, but nothing more; and that the sum of Three hundred and fourty-seven and 50-100 (\$347.50) dollars is now due for said labor so performed after deducting all just credits and offsets;

That Al Myers claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, and mine and lode thereon and therein situated, together with the improvements and machinery situated thereon or connected therewith, also the leasehold interest of W. L. Spaulding in and to the Soo Mining claim above described which lease is recorded at page 498, Vol. 5 of Leases in the office of the recorder for the Fairbanks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said leasehold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly

thence in a westerly direction 1,500 feet to a post marked ~~Southwest Corner~~; thence in a northerly direction 300 feet to a post marked Center End; direction 300 feet to a post marked Southeast corner; thence in a northerly direction 300 feet to a post marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked Northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Mining Claim, all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; and that the location certificate of said Soo Quartz Mining Claim is recorded at page 73 Volume 12 of locations in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien, is a certain boiler house with boiler, hoist, five horse power engine and three stamp mill situated at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situated at the head of Dome creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp

mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough vice president and R. C. Erchinger secretary, are the owners or reputed (owners of the said Soo Quartz Mining Claim and three stamp mill situated thereon, and the labor performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the building enclosing the same, above described, except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessees or reputed lessees of said mining property.

That thirty days has not elapsed since the last item of labor above mentioned was performed.

S. A. MARTIN,
Agt. of AL. MYERS,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

S. A. Martin, being first duly sworn, on oath, says:
That he is the agent of the lien claimant above men-

tioned and that he has read said claim of lien, knows the contents thereof, has knowledge of the facts stated therein, and that the same is true; and that said claim of lien contains among other things, a correct statements of the claimant's demand after deducting all just credits and set-offs.

S. A. MARTIN.

Subscribed and sworn to before me this 7th day of November, A. D. 1913.

'(SEAL)

T. A. MARQUAM,

A Notary Public for District of Alaska.

My commission will expire July 6, 1914.

“EXHIBIT E I”

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That A. L. Myers, of Fairbanks Alaska, has, by virtue of a contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, mining copartners, performed work and labor as hereinafter set forth as a miner in running tunnels and stopes and in the working and development of the Soo Quartz Mining Claim and the mine situate thereon; and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation organized and existing under the laws of Nevada, and doing business in Alaska;

Said Soo Quartz Mining Claim is situated about one-half mile Northwest of Pedro Dome on the right

limit of Dome creek, opposite creek placer mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Location in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive, and the 9th day of November, 1913, claimant performed as aforesaid 29½ days labor.

That the contract and reasonable price of wages for said work and labor so performed was five dollars per day, besides board.

That for said work there was due claimant in wages \$147.50 dollars, on account thereof claimant received \$54.75 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$92.75.

That said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year leasehold interest in the said Soo Quartz Mining Claim beginning June 9th, 1913, which is recorded, November 5th, 1913, at page 498, Vol. 5 of Leases of the aforesaid records; and he is also the owner or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing same.

That claimant herein claims a lien for the amounts

due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated, all of which the Reliance Mining Company are the owners or reputed owners. He also claims a lien therefore, upon the leasehold interest in said Soo Quartz Mining Claim, owned by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was performed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

A. L. MYERS,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

A. L. Myers, being first duly sworn, on oath, says: That he is the lien claimant herein; that he has read the foregoing claim of lien, knows the contents thereof, and that the same is true: That said claim of lien contains a correct statement of claimant's demand after deducting all just credits and set-offs.

A. L. MYERS.

Subscribed and sworn to before me this 18th day of November, 1913.

(SEAL)

T. A. MARQUAM,

Notary Public in and for Alaska.

My commission expires July 6, 1914.

“EXHIBIT F”
CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That John Kuhl, of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining Claim, herein after described, and who are reputed to be copartners conducting the said operations under the name of the SOO MINING COMANY, performed labor as a miner in running tunnels and stopes and in the working and development of that certain quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon and therein situated, which mining claim is hereinafter more particularly described:

That the contract and reasonable price of such labor so performed was the sum of five dollars per day, and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars per day and board for such labor;

That between August 11, 1913 and the 8th day of October, 1913, inclusive, under the terms of said contract, said John Kuhl performed fifty-eight (58) days labor in and upon said mining claim in the working and development thereof as aforesaid;

That for the work so performed, claimant received his board during the time he so worked, but nothing more; and the sum of Two hundred and ninety

1(290.00) dollars is now due for said labor so performed after deducting all just credits and off-sets;

That John Kuhl claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, the mine and lode thereon, and therein situated, together with the improvements and machinery situated thereon or connected therewith, also the leasehold interest of W. L. Spaulding in and to the Soo Mining Claim above described which lease is recorded at page 498 Vol. 5, of Leases in the office of the recorder for the Fairbanks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said leasehold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked southeast corner; thence in a westerly direction 1500 feet to a post marked Southwest corner; thence in a northerly direction 300 feet to a post marked Center End; thence in a northerly direction 300 feet to a post marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked Northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome Creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz

Mining Claim; all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; that the location certificate of said Soo Quartz Mining Claim is recorded at page 73, Volume 12 of Locations in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien, is a certain boiler house, with boiler, hoist, five horsepower engine and three stamp mill situated at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate at the head of Dome creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough vice president and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim, and the three stamp mill situate thereon; and the labor performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or re-

puted owner of all the machinery, stamp mill and equipment, and the building enclosing the same, above described, except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessess or reputed lessees of said mining property.

That thirty days has not elapsed since the last item of labor above mentioned was performed.

JACK KUHL,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Jack Kuhl, being first duly sworn, on oath, says: That he is the lien claimant mentioned in the foregoing claim of lien; that he has read said claim of lien, knows the contents thereof, and that the same is true; and that said claim of lien contains, among other things, a correct statement of the claimant's demand, after deducting all just credits and set-offs.

JACK KUHL.

Subscribed and sworn to before me this 7th day of November, A. D. 1913.

(SEAL)

T. A. MARQUAM,
A Notary Public for District of Alaska.
My commission will expire July 6, 1914.

"EXHIBIT F I"
CLAIM OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That John Kuhl, of Fairbanks, Alaska, has by virtue of of a contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, mining copartners, performed work and labor as hereinafter set forth as a miner in running tunnels and stopes and in the working and development of the Soo Quartz Mining Claim and the mine situate thereon; and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation, organized and existing under the laws of Nevada, and doing business in Alaska;

Said Soo Quartz Mining Claim is situated about one-half mile Northwest of Pedro Dome on the right limit of Dome Creek, opposite creek placer mining claim Nnumber 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Locations in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive, and the 9th day of November, 1913, claimant performed as aforesaid 19 days labor.

That the contract and reasonable price of wages for said work and labor so performed was five dol-

lars per day, besides board.

That for said work there was due claimant in wages \$95.00 dollars, on account thereof claimant received \$39.25 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of 55.75.

That said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year lease hold interest in the said Soo Quartz Mining Claim beginning June 9th, 1913, which is recorded November 5th, 1913, at page 498, Vol. 5 of Leases of the aforesaid records; and he is also the owner, or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing same.

That claimant herein claims a lien for the amounts due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated, all of which the Reliance Mining Company are the owners or reputed owners. He also claims a lien therefore, upon the lease hold interest in said Soo Quartz Mining Claim, owned by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was performed and done with the knowledge of the said

Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

JACK KUHL,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Jack Kuhl, being first duly sworn, on oath, says: That he is the lien claimant herein; that he has read the foregoing claim of lien, knows the contents thereof, and that the same is true; That said claim of lien contains a correct statement of claimant's demand after deducting all just credits and set-offs.

JACK KUHL.

Subscribed and sworn to before me this 17th day of November, 1913.

(SEAL)

T. A. MARQUAM,

Notary Public in and for Alaska.

My commission will expire July 6, 1914.

“EXHIBIT G”

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That Olie Simonson, of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining Claim hereinafter described, and who are reputed to be copartners con-

ducting the said operations under the name of the SOO MINING COMPANY, performed labor as a miner in running tunnels and stopes and in the working and development of that certain quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon and therein situated, which mining claim is hereinafter more particularly described;

That the contract and reasonable price of such labors so performed was the sum of five dollars per day, and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars per day and board for such labor;

That between Sept. 1, 1913, and the 8th day of October, 1913, inclusive, under the terms of said contract, said Olie Simonson performed 32 days labor in and upon said mining claim in the working and development thereof as aforesaid;

That for the work so performed, claimant received his board during the time he so worked, but nothing more; and the sum of One hundred and sixty (\$160.00) dollars is now due for said labor so performed after deducting all just credits and off-sets.

That Olie Simonson claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, the mine and lode thereon, and therein situated, together with the improvements and machinery situated thereon or connected therewith; also the leasehold interest of W. L. Spaulding in and to the Soo Mining Claim above described which lease is recorded at page 498 Vol. 5

of Leases in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said leasehold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked Southeast corner; thence in a westerly direction 1500 feet to a post marked Southwest corner; thence in a northerly direction 300 feet to a post marked Center End; thence in a northerly direction 300 feet to a post marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome Creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Mining Claim; all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; That the location certificate of said Soo Quartz Mining Claim is recorded at page 73, Vol. 12 of Locations in the office of the Recorder for the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien, is a certain boiler house, with boiler, hoist, five horse power engine and three

stamp mill situated at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate at the head of Dome creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough, vice-president and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim, and the three stamp mill situate thereon; and the labor performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the building enclosing the same, above described, except said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessees or reputed lessees of said mining property.

That thirty days has not elapsed since the last item

of labor above mentioned was performed.

S. A. MARTIN, Agent of
OLIE SIMONSON,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

S. A. Martin, being first duly sworn, on oath, says:
That he is the agent of the lien claimant above mentioned; and that he has read said claim of lien, knows the contents thereof, has knowledge of the facts therein stated, and that the same is true, and that said claim of lien contains, among other things, a correct statement of the claimant's demand, after deducting all just credits and set-offs.

S. A. MARTIN,

Subscribed and sworn to before me this 7th day
of November, A. D. 1913.

(SEAL)

T. A. MARQUAM,

A Notary Public for District of Alaska.

My commission will expire July 6, 1914.

“EXHIBIT G I”
CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS:
That Ole Simonson, of Fairbanks, Alaska, has by virtue of a contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, mining copartners, performed work and labor as hereinafter set forth as a miner in running tunnels and stopes and in the working and development of the Soo Quartz Mining

Claim and the mine situated thereon; and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation organized and existing under the laws of Nevada, and doing business in Alaska;

Said Soo Quartz Mining Claim is situated about one-half mile distant northwest of Pedro Dome on the right limit of Dome creek, opposite creek placer mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Locations in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive, and the 9th day of November, 1913, claimant performer as aforesaid 25 days labor.

That the contract and reasonable price of wages for said work and labor so performed was five dollars per day, besides board.

That for said work there was due claimant in wages \$125.00 dollars, on account thereof claimant received \$51.65 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$73.35.

That said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year lease hold interest in the said Soo Quartz Min-

ing Claim beginning June 9th, 1913, which is recorded November 5th, 1913, at page 298, Vol. 5 of Leases of the aforesaid records; and he is also the owner, or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing same.

That claimant herein claims a lien for the amounts due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated, of all of which the Reliance Mining Company are the owners or reputed owners. He also claims a lien therefore upon the lease hold interest in said Soo Quartz Mining Claim, owned by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was performed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

OLIE SIMONSON,

Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Ole Simonson, being first duly sworn, on oath, says:
That he is the lien claimant herein; that he has read

the foregoing claim of lien, knows the contents thereof, and that the same is true: That said claim of lien contains a correct statement of claimant's demand, after deducting all just credits and set-offs.

OLIE SIMONSON.

Subscribed and sworn to before me this 19th day of November, 1913.

(SEAL)

T. A. MARQUAM.

Notary Public in and for Alaska.
My commission expires July 6, 1914.

"EXHIBIT H"

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That Martin Milland, of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining Claim hereinafter described, and who are reputed to be copartners conducting the said operations under the name of the SOO MINING COMPANY, performed labor as a blacksmith assisting in running tunnels and stopes and in the working and development of that certain quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon and therein situated which mining claim is hereinafter more particularly described;

That the contract and reasonable price of such labor so performed was the sum of six dollars per

day, and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars per day and board for such labor;

That between August 14, 1913, and the 8th day of October, 1913, inclusive, under the terms of said contract, said Martin Milland performed 53½ days labor in and upon said mining claim in the working and development thereof as a blacksmith as aforesaid;

That for the work so performed, claimant received his board during the time he so worked, but nothing more, save and except the sum of \$50.00, and that the sum of Two hundred and seventy-one (\$271.00) dollars is now due for said labor so performed after deducting all just credits and off-sets;

That Martin Milland claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, the mine and lode thereon, and therein situated, together with the improvements and machinery situated thereon or connected therewith, also the lease hold interest of W. L. Spaulding in and to the Soo Mining Claim above described which lease is recorded at page 498, Vol. 5, of Leases in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said lease hold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked Southeast Cor-

ner; thence in a westerly direction 1500 feet to a post marked Southwest Corner; thence in a northerly direction 300 feet to a post marked Center End; thence in a northerly direction 300 feet to a post marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked Northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Mining Claim; all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; that the location certificate of said Soo Quartz Mining Claim is recorded at page 73, Volume 12 of Locations in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien is a certain boiler house, with boiler and hoist and five horse power engine and three stamp mill situated at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate at the head of Dome creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough vice president and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim and the three stamp mill situate thereon, and the labor performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the building enclosing the same, above described except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessees or reputed lessees of said mining property.

That thirty days has not elapsed since the last item of labor above mentioned was performed.

S. A. MARTIN,
Agent of MARTIN MILLAND,
Lien Claimant.

United States of America,
Territory of Alaska,—ss.

S. A. Martin, being first duly sworn, on oath, says: That he is the agent of the lien claimant above mentioned, and that he has read said claim of lien, knows

the contents thereof, and has knowledge of the facts therein stated, and that the same is true; and that said claim of lien contained among other things, a correct statement of the claimant's demand after deducting all just credits and set-offs

S. A. MARTIN.

Subscribed and sworn to before me this 7th day of November, A. D. 1913.

(Seal)

T. A. MARQUAM,

A Notary Public for District of Alaska.

My commission will expire July 6, 1913/

“EXHIBIT H I”
CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS:
That Martin Milland, of Fairbanks, Alaska, has, by virtue of a contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, mining co-partners, performed work and labor as hereinafter set forth as a miner in running tunnels and stopes and in the working and development of the Soo Quartz Mining Claim and the mine situate thereon; and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation organized and existing under the laws of Nevada, and doing business in Alaska;

Said Soo Quartz Mining Claim is situated about one-half mile distant Northwest of Pedro Dome on the right limit of Dome creek, opposite creek placer

mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Locations in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive, and the 9th day of November, 1913, claimant performed as aforesaid 32 days labor.

That the contract and reasonable price of wages for said work and labor so performed was five dollars per day, besides board.

That for said work there was due claimant in wages \$192.00 dollars, on account thereof claimant received \$69.50 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$122.50.

That said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year leasehold interest in the said Soo Quartz Mining Claim beginning June 9th, 1913, which is recorded, November 5th, 1913, at page 298, Vol. 5 of Leases of the aforesaid records; and he is also the owner, or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing the same.

That claimant herein claims a lien for the amounts

due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated, all of which the Reliance Mining Company are the owners or reputed owners. He also claims a lien therefore, upon the lease hold interest in said Soo Quartz Mining Claim, owned by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding as above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was performed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

MARTIN MILLAND,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Martin Milland, being first duly sworn, on oath, says: That he is the lien claimant herein; that he has read the foregoing claim of lien, knows the contents thereof, and that the same is true: That said claim of lien contains a correct statement of claimant's demand after deducting all just credits and set-offs.

MARTIN MILLAND,

Subscribed and sworn to before me this 15th day of November, 1913.

(SEAL)

T. A. MARQUAM,
Notary Public in and for Alaska.
My commission expires July 6, 1913.

“EXHIBIT I”
CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That Steve Paskalich, of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining Claim, hereinafter described, and who are reputed to be copartners conducting the said operations under the name of the SOO MINING COMPANY, performed labor as a miner in running tunnels and stopes and in the working and development of that certain quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon and therein situated, which mining claim is hereinafter more particularly described;

That the contract and reasonable price of such labor so performed was the sum of five dollars per day, and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars per day and board for such labor;

That between September 25th, 1913, and the 8th day of October, 1913, inclusive, under the terms of said contract, said Steve Paskalich performed 13½ days labor in and upon said mining claim in the working and development thereof as aforesaid;

That for the work so performed, claimant received his board during the time he so worked, but nothing

more; and that the sum of Sixty-seven and 50-100 (\$67.50) dollars is now due for said labor so performed after deducting all just credits and off-sets;

That Steve Paskalich claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, the mine and lode thereon, and therein situated, together with the improvements and machinery situated thereon or connected therewith, also the lease hold interest of W. L. Spaulding in and to the Soo Mining Claim above described which lease is recorded at page 498, Vol. 5, of Leases in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said lease hold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked Southeast corner; thence in a westerly direction 1500 feet to a post marked Southwest Corner; thence in a northerly direction 300 feet to post marked Center End; thence in a northerly direction 300 feet to a post marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked Northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome creek opposite creek claim Number 9,

and is bounded on the east by the Waterbury Quartz Mining Claim, all situated in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; and that the location certificate of said Soo Quartz Mining Claim is recorded at page 73, Volume 12 of Locations in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien, is a certain boiler house with boiler, hoist, five horse power engine and three stamp mill situated at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate at the head of Dome Creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough vice-president and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim and three stamp mill situate thereon, and the labor performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the building inclosing the same, above described, except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessees or reputed lessees of said mining property.

That thirty days has not elapsed since the last item of labor above mentioned was performed.

STEVE PASKALICH,

Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Steve Paskalich, being first duly sworn, on oath, says: That he is the lien claimant mentioned in the foregoing claim of lien; and that he has read said claim of lien, knows the contents thereof, and that the same is true; and that said claim of lien contains among other things, a correct statement of the claimant's demand after deducting all just credits and set-offs.

STEVE PASKALICH.

Subscribed and sworn to before me this 7th day of November, A. D. 1913.

(SEAL)

T. A. MARQUAM,

A Notary Public for District of Alaska.

My commission expires July 6, 1914.

“EXHIBIT I 1.”

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That Steve Paskalich of Fairbanks, Alaska, has, by virtue of a contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, mining copartners, performed work and labor as hereinafter set forth as a miner in running tunnels and stopes and in the working and development of the Soo Quartz Mining Claim and the mine situate thereon; and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation organized and existing under the laws of Nevada and doing business in Alaska;

Said Soo Quartz Mining Claim is situated about one-half mile northwest of Pedro Dome on the right limit of Dome creek, opposite creek placer mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Locations in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive, and the 9th day of November, 1913, claimant performed as aforesaid 25½ days labor.

That the contract and reasonable price of wages for said work and labor so performed was five dollars per day, besides board.

That for said work there was due claimant in wages \$127.50 dollars, on account thereof claimant received \$51.75 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$75.75.

That said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year lease hold interest in the said Soo Quartz Mining Claim beginning June 9th, 1913, which is recorded, November 5th, 1913, at page 498, Vol. 5 of Leases of the aforesaid records; and he is also the owner, or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situated opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing same.

That claimant herein claims a lien for the amounts due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated, all of which the Reliance Mining Company are the owners, or reputed owners. He also claims a lien therefore, upon the lease hold interest in said Soo Quartz Mining Claim by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was performed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

STEVE PASKALICH,

Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Steve Paskalich, being first duly sworn, on oath, says: That he is the lien claimant herein; that he has read the foregoing claim of lien, knows the contents thereof, and that the same is true: That said claim of lien contains a correct statement of claimant's demand after dedcuting all just credits and set-offs.

STEVE PASKALICH.

Subscribed and sworn to before me this 20th day of November, 1913.

(SEAL)

T. A. MARQUAM,

Notary Public in and for Alaska.

My commission expires July 6, 1914.

“EXHIBIT J.”

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That H. H. Dech, of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining Claim, hereinafter described, and who are reputed to be copartners con-

ducting the said operations under the name of the SOO MINING COMPANY, performed labor as a miner in running tunnels and stopes and in the working and development of that certain quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon and therein situated, which mining claim is hereinafter more particularly described;

That the contract and reasonable price of such labor so performed was the sum of five dollars per day, and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars per day and board for such labor;

That between August 5th, 1913, and the 8th day of October, 1913, inclusive, under the terms of said contract, said H. H. Dech performed 61½ days labor in and upon said mining claim in the working and development thereof as aforesaid;

That for the work so performed claimant received his board during the time he so worked, but nothing more except the sum of \$20.00, and that the sum of Two hundred and eighty-seven and 50-100 (\$287.50) dollars is now due for said labor so performed after deducting all just credits and offsets.

That H. H. Dech claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, the mine and lode thereon, and therein situated, together with the improvements and machinery situated thereon or connected therewith, also the lease hold interest of W. L. Spaulding in and to the Soo Mining Claim above described

which lease is recorded at page 498, Vol. 5, of Leases in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said lease hold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked Southeast corner; thence in a westerly direction 1500 feet to a post marked Southwest Corner; thence in a northerly direction 300 feet to a post marked Center End; thence in a northerly direction 300 feet to a post marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked Northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Mining Claim, all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; and that the location certificate of said Soo Quartz Mining Claim is recorded at page 73, Volume 12 of Locations in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien, is a certain boiler house

with boiler, hoist, five horse power engine and three stamp mill situated at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate at the head of Dome Creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough vice president and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim and three stamp mill situate thereon, and the labor performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the building inclosing the same, above described, except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessees or reputed lessees of said mining property.

That thirty days has not elapsed since the last

item of labor above mentioned was performed.

H. H. DECH,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

H. H. Deck, being first duly sworn, on oath says:
That he is the lien claimant mentioned in the foregoing claim of lien; and that he has read said claim of lien, knows the contents thereof, and that the same is true; and that said claim of lien contained, among other things, a correct statement of the claimant's demand after deducting all just credits and set-offs.

H. H. DECH.

Subscribed and sworn to before me this 7th day
of November, A. D. 1913.

(SEAL)

T. A. MARQUAM,
A Notary Public for District of Alaska.
My commisssion expires July 6, 1914.

“EXHIBIT J 1”
CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS:
That H. H. Dech, of Fairbanks, Alaska, has, by virtue of a contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, mining co-partners, performed work and labor as hereinafter set forth as a miner in running tunnels and stopes and in the working and development of the Soo Quartz Mining Claim and the mine situate thereon;

and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation organized and existing under the laws of Nevada, and doing business in Alaska;

Said Soo Quartz Mining Claim is situated about one-half mile Northwest of Pedro Dome on the right limit of Dome creek, opposite creek placer mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Locations in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive, and the 9th day of November, 1913, claimant performed as aforesaid 23 days labor.

That the contract and reasonable price of wages for work and labor so performed was five dollars per day, besides board.

That for said work there was due claimant in wages \$72.50 dollars, on account thereof claimant received \$40.00 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$32.50.

That said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year lease hold interest in the said Soo Quartz Mining Claim beginning June 9th, 1913, which is recorded, November 5th, 1913, at page 498, Vol. 5 of

Leases of the aforesaid records; and he is also the owner, or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing same.

The claimant herein claims a lien for the amounts due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated, all of which the Reliance Mining Company are the owners, or reputed owners. He also claims a lien therefore, upon the lease hold interest in said Soo Quartz Mining Claim by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was performed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

H. H. DECH,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

H. H. Dech, being first duly sworn, on oath, says: That he is the lien claimant herein; that he has read the foregoing claim of lien, knows the contents thereof, and that the same is true; That said claim

of lien contains a correct statement of claimant's demand after deducting all just credits and set-offs.

H. H. DECH.

Subscribed and sworn to before me this 15th day of November, 1913.

(SEAL)

T. A. MARQUAM,

Notary Public in and for Alaska.

My commission expires July 6, 1914.

"EXHIBIT K."

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That Mrs. H. H. Dech, of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining Claim hereinafter described, and who are reputed to be copartners conducting said operations under the name of the SOO MINING COMPANY, performed labor as cook for the crew of miners and employes of W. L. Spaulding and Raymond Brumbaugh employed on, and as such cook assisted in the working and development of the said mining claim and the mine and lode situate thereon that certain quartz mining claim known as the Soo Quartz Mining Claim and the mine thereon and therein situated, which mining claim is hereinafter more particularly described.

That the contract and reasonable price of such

labor so performed was the sum of five dollars a day and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars a day and board for such labor.

That between July fourteenth, 1913, and the 8th day of October, 1913, inclusive, under the terms of said contract, said Mrs. H. H. Dech performed 81 days labor in and upon said mining claim in the working and development thereof as aforesaid.

That for the work so performed, claimant received her board during the time she so worked, but nothing more; and that the sum of four hundred and five (\$405.00) dollars is now due for said labor so performed, after deducting all just credits and offsets.

That Mrs. H. H. Dech claims, and it is her intention to hold a lien for the amount so due upon the said Soo Quartz Mining Claim, the mine and lode thereon and therein situated, together with the improvements and machinery situated thereon, or connected therewith, and hereinafter described; also the leasehold interest held by W. L. Spaulding in and to the Soo Quartz Mining Claim above mentioned from the owners thereof, the lease of which is recorded at page 498, Vol. 5 of Leases in the office of the recorder for the Fairbanks Recording Precinct, Fourth Division, Alaska, to which record reference is hereby made for a more complete description of said leasehold interest.

That the Soo Quartz Mining Claim is described

as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked southeast corner; thence in a westerly direction 1500 feet to a post marked southwest corner; thence in a northerly direction 300 feet to a post marked Center End; thence in a northely direction 300 feet to a post marked northwest corner; thence in an easterly direction 1500 feet to a post marked northeast corner; thence in a southerly direction 300 feet to the place of beginning; said claim being 1500 feet in length by 600 feet in width, and is situate about one-half mile northwest of Pedro Dome on the right limit of Dome Creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Mining Claim; all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; that the location certificate of said Soo Quartz Mining Claim is recorded at page 73, Vol. 12 of Locations, in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien is a certain boiler house, with boiler, hoist, five horse power engine and three stamp mill, situate at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim, also a certain two stamp mill and equipment, formerly known as the Sutherland Stamp Mill, situate at the head of Dome Creek opposite the Soo Quartz Min-

ing Claim and about a quarter of a mile distant therefrom; together with building in which said stamp mill is situated.

That the Reliance Mining Comapny, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough vice president and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim and the three stamp mill situated thereon. And the labor performed by claimant herein and above mentioned was furnished with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the building inclosing the same, above described, except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the lien claimant herein was employed, are the lessees or reputed lessees of said mining property.

That thirty days has not elapsed since the last item of labor above mentioned was performed.

MRS. H. H. DECH,

Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Mr. H. H. Dech, being first duly sworn, on oath,

says: That he is the husband and agent of the lien claimant mentioned in the foregoing claim of lien; that he has read claim of lien, knows the contents thereof and has knowledge of the facts therein stated and that the same is true; and that said claim of lien contains, among other things, a correct statement of the claimant's demand, after deducting all just credits and set-offs.

H. H. DECH.

Subscribed and sworn to before me this 7th day of November, 1913.

(SEAL)

T. A. MARQUAM.

Notary Public in and for the Territory of Alaska.

My commission expires July 6, 1914.

"EXHIBIT K 1."

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That Mrs. H. H. Dech of Fairbanks, Alaska, has, by virtue of a contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, mining co-partners, performed work and labor as hereinafter set forth as a cook thereby assisting in the work of running tunnels and stopes and in the working and development of the Soo Quartz Mining Claim and the mine situate thereon; and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation organized and existing

under the laws of Nevada, and doing business in Alaska.

Said Soo Quartz Mining Claim is situated about one-half mile Northwest of Pedro Dome on the right limit of Dome creek, opposite creek placer mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Locations in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive, and the 14th day of November, 1913, claimant performed as aforesaid 33½ days labor.

That the contract and reasonable price of wages for said work and labor so performed was five dollars per day, besides board.

That for said work there was due claimant in wages \$167.50 dollars, on account thereof claimant received \$57.85 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$109.65.

The said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year leasehold interest in the said Soo Quartz Mining Claim beginning June 9th, 1913, which is recorded, November 5th, 1913, at page 498, Vol. 5 of Leases of the aforesaid records; and he is also the owner, or reputed owner, of a two stamp mill and

equipment formerly known as the Sutherland Stamp Mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing same.

That claimant herein claims a lien for the amounts due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated, all of which the Reliance Mining Company are the owners or reputed owners. He also claims a lien therefore, upon the leasehold interest in said Soo Quartz Mining Claim, owned by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was performed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

MRS. DECH,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Mrs. H. H. Dech, being first duly sworn, on oath, says: That he is the lien claimant herein; that he has read the foregoing claim of lien, knows the contents thereof, and that the same is true: That said claim of lien contains a correct statement of claimant's

demand after deducting all just credits and set-offs.

MRS. DECH.

Subscribed and sworn to before me this 18th day of November, 1913.

!(SEAL)

T. A. MARQUAM,

Notary Public in and for Alaska.

My commission expires July 6th, 1914.

“EXHIBIT L.”

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS:

That Hugh Ferry of the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Rumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining Claim hereinafter described, and who are reputed to be copartners conducting the said operations under the name of the SOO MINING COMPANY, performed labor as a miner in running tunnels and stopes and in the working and development of that certain quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon and therein situated, which mining claim is thereafter more particularly described;

That the contract and reasonable price of such labor so performed was the sum of five dollars per day, and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars per day and board for such labor;

That between September 13, 1913 and the 8th day of October, 1913, inclusive, under the terms of said contract, said Hugh Ferrry performed twenty-six (26) days labor in and upon said mining claim in the working and development thereof as aforesaid;

That for the work so performed, claimant received his board during the time he so worked, ,but nothing more; and that the sum of one hundred and thirty (\$130.00) dollars is now due for said labor so performed after deducting all just credits and off-sets;

That Hugh Ferry claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, the mine and lode thereon, and therein situated, together with the improvements and machinery situated thereon or connected therewith, also the leasehold interest of W. L. Spaulding in and to the Soo Mining Claim above described which lease is recorded at page 498, Vol. 5, of Leases in the office of the recorder for the Fairbranks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said leasehold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked Southeast corner, thence in a westerly direction 1500 feet to a post marked Southwest Corner; thence in a northerly direction 300 feet to a post marked Center End; thence in a northerly direction 300 feet to a post

marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Mining Claim, all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; and that the location certificate of said Soo Quartz Mining Claim is recorded at page 73 Volume 12 of locations in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien, is a certain boiler house with boiler, hoist, five horse power engine and three stamp mill situated at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situated at the head of Dome Creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough vice president

and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim and three stamp mill situate thereon, and the labor performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the building enclosing the same, above described, except the said three stamp Mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessees or reputed lessees of said mining property.

That thirty days has not elapsed since the last item of labor above mentioned was performed.

HUGH FERRY,

Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Hugh Ferry being first duly sworn, on oath, says: That he is the lien claimant mentioned in the foregoing claim of lien; and that he has read said claim of lien, knows the contents thereof, and that the same is true; and that said claim of lien contains, among other things, a correct statement of the claimant's demand after deducting all just credits and set-offs.

HUGH FERRY.

Subscribed and sworn to before me this 7th day of November A. D. 1913.

(SEAL)

T. A. MARQUAM.

A Notary Public for District of Alaska.

My commission will expire July 6, 1914.

“EXHIBIT L 1.”

CLAIM OF LIEN.

KNOWN ALL MEN BY THESE PRESENTS:

That Hugh Ferry of Fairbanks, Alaska, has, by virtue of a contract theretofore made with W. L. Spaulding and Raymond Brumbaugh, mining Co-partners, performed work and as hereinafter set forth as a miner in running tunnels and stopes and in the working and development of the Soo Quartz Mining Claim and the mine situate thereon; and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation organized and existing under the laws of Nevada, and doing business in Alaska;

Said Soo Quartz Mining Claim is situated about one-half mile Northwest of Pedro Dome on the right limit of Dome creek, opposite creek placed mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Locations in the office of the Recorder for the Fairbanks Precinct, Fourth Division, Territory of Alaska, to which reference is hereby made for a complete description of

said claim.

That between the 9th day of October, 1913, inclusive, and the 9th day of November, 1913, claimant performed as aforesaid 28 days labor.

That the contract and reasonable price of wages for said work and labor so performed was five dollars per day, besides board.

That for said work there was due claimant in wages \$140.00 dollars, on account thereof claimant received \$56.81 and no more; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$83.19.

That the said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year leasehold interest in the said Soo Quartz Mining Claim beginning June 9th, 1913, which is recorded, November, 5th, 1913, at page 498, Vol. 5 of Leases of the aforesaid records; and he is also the owner, or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing same.

That claimant herein claims a lien for the amounts due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp and improvements therein and thereon situated, all of which the Reliance Mining Company are the owners or reputed owners. He also claims a lien therefore, upon the leasehold interest in said

Soo Quartz Mining Claim, owned by the said W. L. Spaulding as aforesaid; also two stamp of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant was performed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed.

HUGH FERRY,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Hugh Ferry, being first duly sworn, on oath, says: That he is the lien claimant herein; that he has read the foregoing claim of lien, knows the contents thereof, and that the same is true; That said claim of lien contains a correct statement of claimant's demand after deducting all just credits and set-offs.

HUGH FERRY.

Subscribed and sworn to before me this 18 day of November, 1913.

(SEAL)

T. A. MARQUAM,
Notary Public in and for Alaska.
My commission expires July 6, 1914.

"EXHIBIT M."

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS:
That Louis Behl of the Fairbanks Recording Pre-

cinct, Fourth Division, Territory of Alaska, has, by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining Claim hereinafter described, and who are reputed to be copartners conducting the said operations under the name of the SOO MINING COMPANY, performed labor as a miner in running tunnels and stopes and in the working and development of that certain quartz mining claim known as the Soo Quartz Mining Claim, and the mine thereon and therein situated, which mining claim is hereinafter more particularly described;

That the contract and reasonable price of such labor so performed was the sum of five dollars per day, and board, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars per day and board for such labor;

That between August Third, 1913, and the 1st day of November, 1913, inclusive, under the terms of said contract, said Louis Behl performed seventy-three (73) days labor in and upon said mining claim in the working and development thereof as aforesaid;

That for the work so performed, claimant received his board during the time he so worked, but nothing more except the sum of \$35.25 and that the sum of Three hundred twenty-nine and 75-100 (\$329.75) dollars is now due for said labor so performed after deducting all just credits and off-sets;

That Louis Behl claims, and it is his intention to hold, a lien for the amount so due, upon the said Soo Quartz Mining Claim, the mine and lode thereon and therein situated, together with the improvements and machinery situated thereon or connected therewith, also the leasehold interest of W. L. Spaulding in and to the Soo Mining Claim above described which lease is recorded at page 498 Vol. 5, of Leases in the office of the recorder for the Fairbanks Precinct, Fourth Division, Alaska, to which reference is made for a more complete description of said leasehold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked Southeast corner; thence in a westerly direction 1500 feet to a post marked Southwest Corner; thence in a northerly direction 300 feet to a post marked Center End; thence in a northerly direction 300 feet to a post marked Northwest Corner; thence in an easterly direction 1500 feet to a post marked northeast Corner; thence in a southerly direction 300 feet to the place of beginning. Said claim being 1500 feet in length by 600 feet in width, and is situated about one-half mile northwest of Pedro Dome on the right limit of Dome creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Mining Claim; all situate in the Fairbanks Recording Precinct, Fourth Judicial Division,

Territory of Alaska; that the location certificate of said Soo Quartz Mining Claim is recorded at page 73 Volume 12 of Locations in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien, is a certain boiler, hoist, five horse power engine and three stamp mill situated at the mouth of shaft of the mine upon said Soo Quartz Mining Claim; also a certain two stamp mill and equipment formerly known as the Sutherland Stamp Mill, situate at the head of Dome Creek opposite the Soo Quartz Mining Claim and about one-quarter of a mile distant therefrom, together with the building in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough vice president and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim and three stamp mill situate thereon; and the labor performed by claimant herein and above mentioned was performed with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the building enclosing the same, above described, except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reptued to be copartners in the mining of said property, and by whom the said claimant herein was employed, are the lessees or reputed lessees of said mining property.

That thirty days has not elapsed since the last item of labor above mentioned was performed.

LOUIS BEHL,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Louis Behl being first duly sworn, on oath, says: That he is the lien claimant mentioned in the foregoing claim of lien; that he has read said claim of line, knows the contents thereof, and that the same is true; and that said claim of lien contains, among other, a correct statement of the claimant's demand, after deducting all just credits and set-offs.

LOUIS BEHL.

Subscribed and sworn to before me this 29th day of November, A. D. 1913.

(SEAL)

T. A. MARQUAM,

A Notary Public for District of Alaska.

My commission expires July 6, 1914.

“EXHIBIT N.”

CLAIM OF LIEN.

KNOWN ALL MEN BY THESE PRESENTS:
That Wm. Ahlmarkr, of the Fairbranks Recording Precinct, Fourth Division, Territory of Alaska, has,

by virtue of an oral contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, both of the same place, who are conducting mining operations on the Soo Quartz Mining Claim hereinafter described, and who are reputed to be copartners conducting said operations under the name of the SOO MINING COMPANY, performed labor in delivering wood upon the Soo Mining Claim and performing work upon said mining claim, all of which was in aid of the working and development of the said mining claim and the mine and lode thereon situated, said mining claim being that certain quartz mining claim known as the Soo Quartz Mining Claim and the mine thereon and therein situated, which mining claim is hereinafter more particularly described.

That the contract and reasonable price of such labor so performed was the sum of five dollars a day and board for himself and five dollars per day and board for team, and the said W. L. Spaulding and Raymond Brumbaugh agreed to pay claimant herein five dollars a day and board for such labor, and five dollars per day and board for said team.

That between July 12th, 1913, and the 8th day of October, 1913, inclusive, under the terms of said contract said Wm. Ahlmark performed $76\frac{1}{2}$ days labor in and upon and around said mining claim in the working and development thereof as aforesaid, and $67\frac{1}{2}$ days for team.

That for the work so performed, claimant received his, and his teams board during the time he so

worked, but nothing more, save and except the sum of \$112.00 for team hire, and that the sum of \$382.50 dollars is now due for said labor so performed, and \$225.00 for hire of team after deducting all just credits and off-sets.

That Wm. Ahlmark claims, and it is his intention to hold a lien for the amount so due upon the said Soo Quartz Mining Claim, the mine and lode thereon and therein situated, together with improvements and machinery situated thereon, or connected therewith, and hereinafter described, also the leasehold interest held by W. L. Spaulding in and to the Soo Quartz Mining Claim above mentioned the lease of which is recorded at page 498, Vol. 5 of Leases in the office of the recorder for the Fairbanks Precinct, Fourth Division, Aalska, and to which reference is hereby made for a more compelte description of said leasehold interest.

That the Soo Quartz Mining Claim is described as follows, to-wit: Commencing at the point of discovery on said claim; thence running in a southerly direction 300 feet to a post marked southeast corner; thence in a westerly direction 1500 feet to a post marked southwest corner; thence in a northerly direction 300 feet to a post marked Center End; thence in a northerly direction 300 feet to a post marked northwest corner; thence in an easterly direction 1500 feet to a post marked northeast corner; thence in a southerly direction 300 feet to the place of beginning; said claim being 1500 feet in

length by 300 feet in width, and is situate about one-half mile northwest of Pedro Dome on the right limit of Dome Creek opposite creek claim Number 9, and is bounded on the east by the Waterbury Quartz Mining Claim; all situate in the Fairbanks Recording Precinct, Fourth Judicial Division, Territory of Alaska; That the location certificate of said Soo Quartz Mining Claim is recorded at page 73, Volume 12 of Locations, in the office of the Recorder of the Fairbanks Precinct, Alaska, to which reference is hereby made.

That the improvements and machinery upon which claimant also claims a lien is a certain boiler house with boiler and hoist, five horse-power engine and three stamp mill situate at the mouth of the shaft of the mine upon said Soo Quartz Mining Claim, also a certain two stamp mill and equipment, formerly known as the Sutherland Stamp Mill, situate at the head of Dome Creek opposite the Soo Quartz Mining Claim and about a quarter of a mile distant therefrom; together with the buildings in which said stamp mill is situated.

That the Reliance Mining Company, a corporation organized and existing under and by virtue of the laws of the State of Nevada, of which Raymond Brumbaugh is president, L. B. Clough vice president and R. C. Erchinger secretary, are the owners or reputed owners of the said Soo Quartz Mining Claim, and the three stamp mill situate thereon. And the labor performed by claimant herein and above men-

tioned was furnished with a knowledge of the said Reliance Mining Company, a corporation, and the officers thereof.

And the said W. L. Spaulding is the owner or reputed owner of all the machinery, stamp mill and equipment, and the buildings inclosing the same, above described, except the said three stamp mill.

That the said W. L. Spaulding and Raymond Brumbaugh, reputed to be copartners in the mining of said property, and by whom the lien complaint was employed, are the lessees or reputed lessees of said mining property.

That thirty days has not elapsed since the last item of labor above mentioned was performed.

WM. AHLMARK,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Wm. Ahlmark, being first duly sworn, on oath, says: That he is the lien claimant mentioned in the foregoing claim of lien; that he has read said claim of lien, knows the contents thereof, and that the same is true; and that said claim of lien contains among other thing a correct statemnet of claimant's demand, after deducting all just credits and set-offs.

WM. AHLMARK.

Subscribed and sworn to before me this 7th day of November, 1913.

(SEAL)

T. A. MARQUAM.

Notary Public in and for Alaska.

My commission expires July 6, 1914.

‘EXHIBIT N 1.’

CLAIM OF LIEN.

KNOW ALL MEN BY THESE PRESENTS: That Wm. Ahlmark of Fairbanks, Alaska, has, by virtue of a contract heretofore made with W. L. Spaulding and Raymond Brumbaugh, mining co-partners, performed work and labor as hereinafter set forth as a teamster in hauling wood and supplies and also hired one team to Spaulding and Brumbaugh thereby aiding in the work of running tunnels and stopes and in the working and development of the Soo Quartz Mining Claim and the mine situate thereon; and said mining claim and mine together with the improvements thereon being at the time the property of the Reliance Mining Company, a corporation organized and existing under the laws of Nevada, and doing business in Alaska;

Said Soo Quartz Mining claim is situated about one-half mile Northwest of Pedro Dome on the right limit of Dome creek, opposite creek placer mining claim Number 9; said claim being 1500 feet long and 600 feet wide, the location certificate of which is recorded at page 73, Vol. 12 of Locations in the office of the Recorder for the Fairbranks Precinct, Fourth Division, Territory of Alaska, to which refer-

ence is hereby made for a complete description of said claim.

That between the 9th day of October, 1913, inclusive, and the 9th day of November, 1913, claimant performed as aforesaid 25 days labor and hired to the said Spaulding and Brumbaugh one team of horses which were used on said claim for a period of 26 days.

That the contract and reasonable price of wages for said work and labor so performed was five dollars per day, besides board and the reasonable and contract price for the hire of said team was \$5.00 per day and their board.

That for said work there was due claimant in wages \$125.00 dollars, on account thereof claimant received nothing; That there are no other credits or set-offs against the same, and there is now due claimant the sum of \$125.00. That for the hire of said team there was due claimant \$130.00 of which \$115.00 has been paid and there is now due therefore \$15.00.

That said W. L. Spaulding was at the time mentioned herein the owner or reputed owner of a ten year leasehold interest in the said Soo Quartz Mining Claim beginning June 9th, 1913, which is recorded, November, 5th, 1913, at page 498, Vol 5 of Leases of the aforesaid records; and he is also the owner, or reputed owner, of a two stamp mill and equipment formerly known as the Sutherland Stamp

Mill, situate opposite to, and about one-quarter mile distant from Soo Quartz Mining Claim together with buildings inclosing same.

That claimant herein claims a lien for the amounts due as aforesaid upon the said Soo Quartz Mining Claim and the mining machinery, buildings, stamp mill and improvements therein and thereon situated, all of which the Reliance Mining Company are the owners or reputed owners. He also claim a lien therefore, upon the leasehold interest in said Soo Quartz Mining Claim, owned by the said W. L. Spaulding as aforesaid; also two stamp mill of the said W. L. Spaulding above described and its equipment and buildings inclosing the same.

That the labor performed by claimant and the hiring of said team was performed and done with the knowledge of the said Reliance Mining Company and its officers.

That since last item of labor above mentioned was performed thirty days has not yet elapsed nor has a period of 30 days expired since the last day of the hiring of said team.

WM. AHLMARK,,
Lien Claimant.

United States of America,
Territory of Alaska,—ss:

Wm. Ahlmark, being first duly sworn, on oath, says: That he is the lien claimant herein; that he has read the foregoing claim of lien, knows the contents thereof, and that the same is true: That said

claim of lien contains a correct statement of claimant's demand after deducting all just credits and set-offs.

WM. AHLMARK.

Subscribed and sworn to before me this 17 day of November, 1913.

'(SEAL)

T. A. MARQUAM,

Notary Public for Alaska.

My commission expires July 6, 1914.

United States,

Territory of Alaska,—ss:

S. A. Martin, being first duly sworn, upon oath, deposes and says: That he is the plaintiff in the within entitled action; that he has read the foregoing complaint, knows the contents thereof, and that the same is true, as he verily believes.

S. A. MARTIN.

Subscribed and sworn to before me this 8th day of January, 1914.

(SEAL)

T. A. MARQUAM,

Notary Public in and for the Territory of Alaska.

My commission expires July 6, 1914.

(Indorsed: Filed in the District Court, Territory of Alaska, 4th Div., Jan. 23, 1914, Angus McBride, Clerk, by P. R. Wagner, Deputy.

[Title of Court and Cause.]

Admission of Service.

Service of Summons and Complaint in the foregoing action is hereby admitted this 23rd day of Janu-

ary, A. D. 1914, in behalf of W. L. Spaulding, Raymond Brumbaugh, and Reliance Mining Company, and service by the United States Marshal is hereby waived, and pleading in behalf of said defendants will be filed in said cause within thirty (30) days from the date hereof.

Fairbanks, Alaska, January 23, A. D. 1914.

M'GOWAN & CLARK and J. K. BROWN,
Attorneys for Defendants Spaulding, Brumbaugh, and Reliance Mining Company.

Due service hereof admitted this 26th day of January, 1914 T. A. Marquam, Attorney for Plaintiff.

Endorsed: Filed in the District Court territory of Alaska, 4th Division, Jan 26 1914 Angu McBride, Clerk.

[Title of Court and Cause.]

Motion to Strike.

Comes now the defendant W. L. Spaulding, appearing separately, and moves this court to strike from the complaint herein, the following parts and portions, to-wit:

I.

(a) Paragraph VI of the first cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the first cause of action, upon the ground that the matters and things therein

contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the first cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant.

(d) Plaintiff's Exhibit A, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

II.

(a) Paragraph VI of the second cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the second cause of action, upon the ground that the matters and things therein contained are sham, frivolous and irrelevant and redundant;

(c) Paragraph IX of the second cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit A1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

III.

(a) Paragraph VI of the third cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant.

(b) Paragraph VIII of the third cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the third cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit B, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

IV.

(a) Paragraph VI of the fourth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the fourth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the fourth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and re-

dundant;

(d) Plaintiff's Exhibit B 1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

V.

(a) Paragraph VI of the fifth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the fifth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the fifth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit C, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

VI.

(a) Paragraph VI of the sixth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the sixth cause of action,

upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the sixth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit C 1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

VII.

(a) Paragraph VI of the seventh cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the seventh cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the seventh cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit D, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

VIII.

(a) Paragraph VI of the eighth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the eighth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the eighth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit D 1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

IX.

(a) Paragraph VI of the ninth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the ninth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the ninth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and re-

dundant;

(d) Plaintiff's Exhibit E, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

X.

(a) Paragraph VI of the tenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the tenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrevelant and redundant;

(c) Paragraph IX of the tenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit E 1, upon the ground that same, which is a purorted notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XI.

(a) Paragraph VI of the eleventh cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the eleventh cause of action,

upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the eleventh cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and re-
durant;

(d) Plaintiff's Exhibit F, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XII.

(a) Paragraph VI of the twelfth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the twelfth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the twelfth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit F 1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XIII.

(a) Paragraph VI of the thirteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant.

(b) Paragraph VIII of the thirteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant.

(c) Paragraph IX of the thirteenth cause of action, upon the grounds that the matter and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit G, upon the ground that same which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XIV.

(a) Paragraph VI of the fourteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the fourteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous irrelevant and redundant;

(c) Paragraph IX of the fourteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and

redundant;

(d) Plaintiff's Exhibit G 1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XV.

(a) Paragraph VI of the fourteenth cause of action (page 36) upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the fourteenth cause of action (page 36) upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of said fourteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit H, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XVI.

(a) Paragraph VI of the fifteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the fifteen cause of ac-

tion, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the fifteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit H 1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XVII.

(a) Paragraph VI of the sixteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the sixteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the sixteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit I, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XVIII.

(a) Paragraph VI of the seventeenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the seventeenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the seventeenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit I 1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XIX.

(a) Paragraph VI of the eighteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

¹(b) Paragraph VIII of the eighteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

¹(c) Paragraph IX of the eighteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and

redundant;

(d) Plaintiff's Exhibit J, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XX.

(a) Paragraph VI of the nineteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the nineteenth cause of action, upon the ground that the matters and things contained therein are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the nineteenth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit J 1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XXI.

(a) Paragraph VI of the twentieth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant.

(b) Paragraph VIII of the twentieth cause of ac-

tion, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

'(c) Paragraph IX of the twentieth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit K, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XXII.

(a) Paragraph VI of the twenty-first cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the twenty-first cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the twenty-first cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit K 1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XXIII.

(a) Paragraph VI of the twenty-second cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the twenty-second cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the twenty-second cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit L, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XXIV.

(a) Paragraph VI of the twenty-third cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the twenty-third cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the twenty-third cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and

redundant;

(d) Plaintiff's Exhibit L 1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XXV.

(a) Paragraph VI of the twenty-fourth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the twenty^{fourth} cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the twenty-fourth cause of action, upon the ground that the matters and things contained therein are sham, frivolous, irrelevant and redundant;

(d) Plaintiff's Exhibit M, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XXVI.

(a) Paragraph VI of the twenty-fifth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the twenty-fifth cause of

action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the twenty-fifth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

'(d) Plaintiff's Exhibit N, upon the ground that same which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XXVII.

(a) Paragraph VI of the twenty-sixth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(b) Paragraph VIII of the twenty-sixth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant;

(c) Paragraph IX of the twenty-sixth cause of action, upon the ground that the matters and things therein contained are sham, frivolous, irrevelant and redundant;

(d) Plaintiff's Exhibit N 1, upon the ground that same, which is a purported notice of lien, shows on its face that it contains lienable and non-lienable items so intermingled and commingled that they cannot be segregated.

XXVIII.

From the prayer of plaintiff's complaint, the following words in paragraph I thereof, commencing in the second line: "for the sum of two hundred fifty-two and 25-100 (\$252.25) dollars for expenses for preparing and filing said liens, and for attorney's fees in the sum of two thousand twenty-five (\$2025.00) dollars; all aggregating the sum of seven thousand four hundred forty-two and .08-100 (\$7442.08) dollars, together with interest thereon until paid," upon the ground that the matters and things therein contained are sham, frivolous, irrelevant and redundant.

JOHN K. BROWN and
McGOWAN & CLARK,
Attorneys for Said Defendant.

[Title of Court and Cause.]

Motion to Make More Definite and Certain.

Comes now the defendant W. L. Spaulding, above named appearing separately, and moves this court to require plaintiff to make his complaint more definite and certain, in the following particulars, to-wit:

By setting forth in paragraph V of plaintiff's first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, thirteenth, fourteenth, fourteenth, (2), fifteenth, sixteenth, seventeenth eighteenth, nineteenth, twentieth, twenty-first, twenty-second, twenty-third, twenty-fourth, twenty-fifth, and twenty-sixth causes of action, and each of them, what

portion of the labor described therein was performed in running tunnels, what portion in opening stopes, what portion in working and extracting the ore from said mine and what portion in developing and improving said mine and what portion in milling the ore taken therefrom and in what way said labor so alleged to have been performed was of the value to said mining property alleged therein.

McGOWAN & CLARK,

JOHN K. BROWN,

Attorneys for Said Deft.

(Indorsed:) Filed in the District Court, Territory of Alaska, 4th Div., Feb. 27, 1914. Angus McBride, Clerk.

Court Journal No. 12, page 877:

R. S. Martin, Plaintiff, vs. W. L. Spaulding et al., Defendants.—Order denying motions.—Now on this day came on for hearing; 1st, motion of defendant W. L. Spaulding to strike and make more definite and certain; 2nd, motion of defendant W. L. Spaulding to strike and make more definite and certain; and 3rd, motion of defendant Reliance Mining Company to strike and make more definite and certain; T. A. Marquam appearing for and in behalf of plaintiff, John A. Clark of McGowan & Clark, appearing in behalf of defendants. After argument thereon by the respective attorneys and the Court being duly and fully advised in the premises, denies said motions and each of them, to which ruling the

defendants except and exception is allowed.

The defendants were given five (5) days within which to plead further.

[Title of Court and Cause.]

**Stipulation Relative to Matters to Be Inserted in
Record On Appeal.**

It is hereby stipulated by and between the attorneys for appellants and appellee that the separate motions to strike and the motions to make more definite and certain of Raymond Brumbaugh, W. L. Spaulding, and Reliance Mining Company are identical so far as the wording thereof is concerned, and that, in the printing of said record, but one of said motions need be inserted in said record, and that, in lieu of the insertion of the other two motions, this stipulation shall be inserted therein.

Dated at Fairbanks, Alaska, this 30th day of November, 1915.

McGOWAN & CLARK,
JOHN K. BROWN,
Attorneys for Appellants.
MORTON E. STEVENS,
Attorneys for Appellee.

(Indorsed: Filed in the District Court for the Territory of Alaska, 4th Div. Dec 8 1915 J. E. Clark By Sidney Stewart Deputy)

[Title of Court and Cause.]

**Demurrer of Defendant Reliance Mining Company
to Complaint.**

The above named defendant, Reliance Mining Company, hereby demurs to the first cause of action set forth in the complaint herein, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said first cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

II.

Said defendant demurs to the second cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said second cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

III.

Said defendant demurs to the third cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said third cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

IV.

Said defendant demurs to the fourth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said fourth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

V.

Said defendant demurs to the fifth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said fifth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

VI.

Said defendant demurs to the sixth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said sixth cause of action:

2. That the same does not state facts sufficient to constitute a cause of action.

VII.

Said defendant demurs to the seventh cause of action set forth in said complaint, upon the following

grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said seventh cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

VIII.

Said defendant demurs to the eighth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said eighth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

IX.

Said defendant demurs to the ninth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court had no jurisdiction of the subject of said ninth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

X.

Said defendant demurs to the tenth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said tenth

cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XI.

Said defendant demurs to the eleventh cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said eleventh cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XII.

Said defendant demurs to the twelfth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said twelfth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XIII.

Said defendant demurs to the thirteenth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said thirteenth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XIV.

Said defendant demurs to the fourteenth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said fourteenth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XV.

Said defendant demurs to the fourteenth cause of action set forth in said complaint '(page 36), upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said fourteenth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XVI.

Said defendant demurs to the fifteenth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said fifteenth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XVII.

Said defendant demurs to the sixteenth cause of action set forth in said complaint, upon the follow-

ing grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said sixteenth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XVIII.

Said defendant demurs to the seventeenth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said seventeenth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XIX.

Said defendant demurs to the eighteenth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said eighteenth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XX.

Said defendant demurs to the nineteenth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said

nineteenth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XXI.

Said defendant demurs to the twentieth cause of action set forth in said complaint, upon the grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said twentieth cause of action.

2. That the same does not state facts sufficient to constitute a cause of action.

XXII.

Said defendant demurs to the twenty-first cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said twenty-first cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XXIII.

Said defendant demurs to the twenty-second cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said twenty-second cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XXIV.

Said defendant demurs to the twenty-third cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said twenty-third cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XXV.

Said defendant demurs to the twenty-fourth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said twenty-fourth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XXVI.

Said defendant demurs to the twenty-fifth cause of action set forth in said complaint, upon the following grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said twenty-fifth cause of action;

2. That the same does not state facts sufficient to constitute a cause of action.

XXVII.

Said defendant demurs to the twenty-sixth cause of action set forth in said complaint, upon the follow-

ing grounds, to-wit:

1. That it appears from the face thereof that the court has no jurisdiction of the subject of said twenty-sixth cause of action;
2. That the same does not state facts sufficient to constitute a cause of action.

McGOWAN & CLARK,

JOHN K. BROWN,

Attorneys for said Defendant.

Due service of the within demurrer and receipt of a copy thereof are hereby acknowledged this 19th day of March 1914.

T. A. MARQUAM,

Attorney for Plaintiff.

(Indorsed: Filed in the District Court Territory of Alaska 4th Div. Mar 19 1914 Angus McBride Clerk.)

[Title of Court and Cause.]

**Stipulation Relative to Matters to Be Inserted in
Record On Appeal.**

It is stipulated by and between the attorneys for appellants and appellee that the separate demurrers filed by the defendants Raymond Brumbaugh, W. L. Spaulding, and Reliance Mining Company are identical, and that but one of said demurrers need be printed in the record, and in lieu of inserting the demurrers filed by the other two defendants, this stipulation may be inserted in said record.

Dated at Fairbanks, Alaska, this 30th day of

November 1915.

McGOWAN & CLARK,
JOHN K. BROWN,
Attorneys for Appellants.
MORTON E. STEVENS,
Attorneys for Appellee.

(Indorsed: Filed in the District Court for the Territory of Alaska, 4th Div. Dec. 8 1915 J. E. Clark Clerk By Sidney Stewart Deputy)

Court Journal No. 12, p. 905:

1995 S. A. Martin, Plaintiff, vs. W. L. Spaulding et al.—Order overruling demurrers.—Now on this day the demurrers of defendants to plaintiff's complaint herein having been previously heard and submitted to the Court for its decision, T. A. Marquam in behalf of plaintiff and John A. Clark of McGowan & Clark and John K. Brown in behalf of defendants being present in open Court, and the Court being duly and fully advised in the premises, it is ordered that said demurrers be and they are hereby overruled and defendants are given five (5) days within which to file their answer herein.

[Title of Court and Cause.]

Answer of Reliance Mining Company.

The above named defendant, Reliance Mining Company, for its answer to the complaint of the plaintiff,

I.

Denies each and every allegation contained in

paragraph I of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

II.

Denies each and very allegation contained in paragraph III of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

III.

Denies each and every allegation contained in paragraph IV of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

IV.

Denies each and every allegation contained in paragraph V of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

V.

Denies each and every allegation contained in paragraph VII of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

VI.

Denies each and every allegation contained in paragraph IX of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

VII.

Denies any knowledge or information sufficient

to form a belief as to each and every allegation contained and set forth in plaintiff's complaint herein.

VIII.

Denies any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph VIII of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

IX.

Denies each and every allegation contained in paragraph X of each and every separate cause of action contained and set forth in plaintiff's complaint herein, excepting the first and second causes of action therein contained and set forth.

And the said defendant, for a further and affirmative defense to plaintiff's complaint herein, alleges:

I.

That at all the times mentioned in plaintiff's complaint the said defendant, the Reliance Mining Company, was and now is a corporation organized and existing under and by virtue of the laws of the State of Nevada and was and is the owner of the Soo Quartz Mining claim mentioned and described in plaintiff's complaint herein.

II.

That prior to the commencement of any of the work alleged in said complaint, or in any of the causes of action therein, to have been performed either by the said plaintiff in this action, or any of

his assignors, as set forth in the different causes of action contained in said complaint, this defendant caused to be posted upon said SOO Quartz Mining Claim, at the times, in the places and in the manner required by law, notices in writing, whereby this defendant gave notice to any and all persons that it would not be responsible for any debts, contracted or incurred by any lessees or laymen working or operating said SOO Quartz Mining Claim, under any lease thereof, or otherwise, and whether such debt should be for labor performed, material furnished, or for any other cause; and that any and all persons performing labor or furnishing material for the development, operation or working of said SOO Quartz Mining Claim should look only to the persons by whom they were employed, respectively, to perform such labor or furnish such material, for the payment therefor.

WHEREFORE said defendant demands judgment that the plaintiff take nothing by his said action and that it have judgment against plaintiff for its costs and disbursements incurred herein.

McGOWAN & CLARK,

JOHN K. BROWN,

Attorneys for Said Defendant.

United States of America,

Territory of Alaska,—ss:

RAYMOND BRUMBAUGH, being first duly sworn, on oath deposes and says that he is the President of the Reliance Mining Company, the defendant

cororation making the foregoing answer, and makes this verification in its behalf as such officer; that he has read the foregoing answer, knows the contents thereof, and the same is true as he verily believes.

RAYMOND BRUMBAUGH.

Subscribed and sworn to before me this 5th day of May, 1914.

(SEAL) ANGUS McBRIDE,
Clerk District Court, for the District of Alaska,
Fourth Division.

Due service of the within answer and receipt of a copy thereof are hereby acknowledged this 24th day of April 1914, and it is hereby agreed that said answer may stand as a good and sufficient answer in form to each and every cause of action contained an dset forth in the complaint herein, and verification is hereby waived until Raymond Brumbaugh arrives in town.

T. A. MARQUAM,
Attorney for Plaintiff.

(Indorsed: Filed in the District Court Territory of Alaska 4th Div. Apr 25 1914 Angus McBride Clerk.”)

[Title of Court and Cause.]

Answer of W. L. Spaulding and Raymond Brumbaugh

The above named defendants' W. L. Spaulding and Raymond Brumbaugh, sued herein as mining co-partners conducting mining operations under the name of Soo Mining Company, and W. L. Spaulding,

individually, for their answer to the complaint of the plaintiff,

I.

Deny each and every allegation contained in paragraph I of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

II.

Deny each and every allegation contained in paragraph III of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

III.

Deny each and every allegation contained in paragraph IV of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

IV.

Deny each and every allegation contained in paragraph V of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

V.

Deny each and every allegation contained in paragraph VII of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

VI.

Deny each and every allegation contained in paragraph IX of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

VII.

Deny any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph VI of each and every separate

cause of action contained and set forth in plaintiff's complaint herein.

VIII.

Deny any knowledge or information sufficient to form a belief as to each and every allegation contained in paragraph VIII of each and every separate cause of action contained and set forth in plaintiff's complaint herein.

IX.

Deny each and every allegation contained in paragraph X of each and every separate cause of action contained and set forth in plaintiff's complaint herein, excepting the first and second causes of action therein contained and set forth.

WHEREOF said defendants demand judgment that the plaintiff take nothing by his said action and that they have judgment against plaintiff for their costs and disbursements herein.

McGOWAN & CLARK,

JOHN K. BROWN,

Attorneys for said Defendants.

United States of America,

Territory of Alaska,—ss:

RAYMOND BRUMBAUGH, being first duly sworn, on oath deposes and says he is one of the defendants making the foregoing answer, in the above entitled action, and makes this verification in behalf of himself and his codefendant, W. L. Spalding; that he has read the foregoing answer, knows the contents thereof, and the same is true as he verily

believes.

RAYMOND BRUMBAUGH.

Subscribed and sworn to before me this 5th day of May, A. D. 1914.

(SEAL) ANGUS McBRIDE,
Clerk District Court, for the District of Alaska,
Fourth Division.

Due service of the within answer and receipt of a copy thereof are hereby acknowledged this 24th day of April 1914, and it is hereby agreed that said answer may stand as a good and sufficient answer in form to each and every cause of action contained and set forth on the complaint herein, and verification is waived until the defendant Brumbaugh arrives in town.

T. A. MARQUAM,
Attorney for Plaintiff.

(Indorsed: Filed in the District Court Territory of Alaska 4th Div. Apr 25 1914 Angus McBride Clerk.")

[Title of Court and Cause.]

Reply to Answer of Reliance Mining Company.

Comes now the plaintiff and replying to the answer of the RELIANCE MINING COMPANY filed herein;

'(1) Admits the allegations contained in paragraph (1) of the further and affirmative defense of said answer;

(2) Denies each and every allegation, matter and

thing contained in paragraph (2) of said further and affirmative defense of said answer.

WHEREFORE PLAINTIFF demands judgment as prayed for in his complaint.

T. A. MARQUAM,
Attorney for Plaintiff.

United States,
Territory of Alaska,—ss:

S. A. Martin being first duly sworn, upon oath deposes and says: That he is the plaintiff in the within entitled action; that he has read the foregoing reply, knows the contents thereof, and that the same is true, as he verily believes.

S. A. MARTIN.

Subscribed and sworn to before me this 28 day of April, 1914.

(SEAL)

T. A. MARQUAM,
Notary Public in and for the Territory of Alaska.

My commission expires July 6, 1914.

Service of the foregoing Reply to Answer of Reliance Mining Co. admitted and a true copy thereof received this 28 day of April, 1914.

McGOWAN & CLARK and J. K. BROWN,
Attorney for Defendant Reliance Mining Co.

(Indorsed: "Filed in the District Court Territory of Alaska 4th Div. Apr. 28 1914 Angus McBride Clerk by P. R. Wagner Deputy.")

[Title of Court and Cause.]

Bill of Exceptions.

BE IT REMEMBERED: That this case came on regularly for trial before the Court sitting without a Jury, Honorable Frederic E. Fuller, Judge of said Court, presiding. Morton E. Stevens appeared as attorney for plaintiff, and Messrs McGowan & Clark and John K. Brown, as attorneys for defendants. Trial commenced at 10 a. m., on 11 June 1914, and the following proceedings were had and testimony was taken.

It was admitted by the attorneys for the respective parties that the Reliance Mining Company is a corporation as alleged in the complaint and is the owner of the Soo quartz claim, the claim in dispute.

RAYMOND BRUMBAUGH, a witness for plaintiff, after being duly sworn, testified as follows:

Direct Examination, by Mr. Stevens:

My name is Raymond Brumbaugh. I am one of the defendants in this case and am acquainted with the Soo quartz mine at the head of Dome Creek in the Fairbanks Mining and Recording Precinct, Fourth Judicial Division, Territory of Alaska. I am president of the Reliance Mining Comapny, the owner of said claim, and have been such president since the last annual meeting in July. W. L. Spaulding has been operating said claim under a lease, and I was employed as his superintendent and bookkeeper for wages. He commenced work some time in July I think. When he commenced active operations in

July, Mr. Spaulding was working under a lease from the Reliance Mining Company that was in effect at the time. Active operations were not commenced until some time in July. Mining operations were conducted under the name of the Soo Mining Company, which company consisted of W. L. Spaulding during the time I was there. Prior to that time, W. L. Spaulding and John Ronan constituted the Soo Mining Company; prior to that time W. L. Spaulding and John Letterman constituted the Soo Mining Company; and prior to that time W. L. Spaulding, John Letterman, and a man named Clifford constituted the Soo Mining Company. But during the time I was there W. L. Spaulding was the only man who constituted the Soo Mining Company that I know of. That was in July 1913 when he began active operations there.

Cross-Examination, by Mr. Brown:

Mr. Spaulding was operating the Soo Mining Company ground, owned by the Reliance Mining Company, under a lease which expired on 1 January 1914.

Q Do you know what the terms of that lease were as to royalties?

A There were no royalties.

Q Was that lease in writing that Spaulding was working under there from the Reliance Mining Company to Spaulding? Was that a written lease after the first of July?

A You mean after the first of last July?

Q Yes. Up to the first of January.

A No; it was a verbal lease.

Q Wasn't it an extension?

A It was a six months' extension of a previous lease. That is what it was.

Q And the extension was a verbal extension?

A It was a verbal extension; yes.

Q From July first up until the first of January. Under what name was the business conducted out there; W. L. Spaulding or the Soo Mining Company?

A The Soo Mining Company.

Q How were checks signed?

A Soo Mining Company. By R. Brumbaugh.

Q Spaulding was the sole owner of the leasehold interest in that?

A He was, through purchase. He purchased the interest of Mr. Letterman.

Q I mean after the first of July when you were out there.

A Yes sir.

Q He was the sole owner concerned in the operation of it?

A Yes sir.

Q And in the profits of it.

A If there had been any.

Mr. Brown: That is all.

Redirect examination, by Mr. Stevens:

I know that the lease Mr. Spaulding was operating under was a verbal lease, because there is a resolution on the minutes of the board of directors of the Re-

liance Mining Company, setting forth that fact. That it all on the minutes. I can not say where the books of the Reliance Mining Company are, but the resolution must be on the books. A copy of the resolution is pinned to the original lease, that is, the one I saw extending that. I saw that yesterday. I presume the books are in the custody of the secretary, Mr. St. George of the firm of St. George & Cathcart. I never saw the resolution until yesterday. I don't know when it was pinned there, because at the time it was done I was outside. I know of another lease on the property of the Reliance Mining Company, other than the one I spoke of, existing there now; there is a ten year lease given to Mr. Spaulding, subject to all existing leases; it was given in June or July of last year. It was in writing and I think it was given in June 1913; it is still in existence.

Re-cross-examination, by Mr. Brown:

Q That ten year lease is subject to all existing leases,—reads that it is subject to all existing leases?

A Yes sir.

Mr. Stevens: We desire to introduce in evidence Instrument No. 39796, contained in volume 5 of Leases, pages 498, 499, 500, and 501, of the records of Fairbanks Precinct, Alaska, in this Division, and desire to read the same in evidence.

Objection by Mr. Brown for defendants, as incompetent and immaterial, unless it is shown that it is the lease under which the mine was being worked; that it is immaterial for the reason that plaintiff has

alleged in the complaint and in the liens that the ground was being worked by a partnership composed of W. . Spaulding and Raymond Brumbaugh, and the proof so far has failed to show that it was being so worked, and, until they show that the ground was being worked under this lease offered in evidence, the defendants will object to it. Further objection was made that the testimony of the plaintiff shows that Mr. Spaulding, or whoever was working the ground, did not work under said lease.

Defts' Exception No. 1.

The lease was admitted, subject to the objection of defendants; to which defendants excepted and exception was allowed.

Said lease is as follows:

This indenture, Made and entered into at Fairbanks, Alaska, on this ninth day of June, A. D. one thousand nine hundred thirteen, By and Between:

Reliance Mining Company, a corporation,
duly organized and existing under and by
virtue of the laws of the State of Nevada,
and hereinafter styled lessor,
and

W. H. Spaulding, of Fairbanks, Alaska, hereinafter styled lessee,

Witnesseth:

That the lessor, for and in consideration of the rents, royalties, covenants, and agreements hereinafter reserved, and by lessee to be kept and performed, has let, leased, and demised, and by these

presents does let, lease and demise, unto the lessee, all the following described mining ground, situate, lying, and being in the Fairbanks Precinct, Fourth Judicial Division, Territory of Alaska, to-wit:

All the Soo Quartz Mining Claim, situate at the head of Dome creek, subject, however, to all outstanding leases on said mining claim or any portion thereof, whether the same have expired or expire at some time in the future, and this lease is accepted by said lessee expressly subject to the right of all persons now holding leases on said property or any part thereof;

Together with the appurtenances, to have and to hold unto the said lessee for the term of ten years from the date hereof, unless sooner forfeited or terminated by violation of any of the terms and conditions herein contained or by operation of law.

That, in consideration of the rights and privileges hereby granted to him by said lessor, the lessee does hereby covenant and agree to and with the said lessor, as follows, to-wit:

1. That lessee shall enter into possession of said mining ground under this lease as soon as practicable in view of the present outstanding leases on said property, and shall thereafter work and mine said ground and extract the ore therefrom in a proper, workmanlike, and minerlike manner, as economically as possible, always with due regard to the safety, development, and preservation of said premises as a workable mine, and it is expressly stipulated that said

lessee shall sink the present working shaft, now at the lower end of the said Soo claim, to a depth of not less than three hundred feet; that is to say, shall sink the shaft that is now therein and is one hundred feet in depth, for a distance of at least two hundred feet farther.

2. That lessee shall work and mine said premises diligently after entering into possession thereof under the lease, and shall, as quickly as possible, install on said ground the necessary mining plant and machinery to work the same, and during each year of the life of this lease shall perform development work on said claim, either by sinking shafts, or driving tunnels, or by extracting the ore blocked out, and shall work continuously on said ground, save and except that the provision respecting continuous working shall not prevail in the event of the happening of any accident, or the arising of any conditions that can not well be provided against, but, after the removal of said causes for delay, which shall be done as expeditiously as practicable, the provision respecting continuous working shall thereupon be in full force and effect.

3. That lessee shall sufficiently timber said mine at all points where proper, and shall repair all old timbers wherever it may become necessary, all such work to be performed in a good and workmanlike manner, and so as to comply with the requirements of law and the rules and regulations prescribed by the mining inspectors for the Territory of Alaska.

4. That lessor and its agents shall, at all reasonable times, be permitted to enter on or into any and all parts of said leased premises, for the purpose of inspecting the same.

5. That lessee shall not assign this lease in whole or in part, and shall not sub-let the whole or any part of said demised premises, without the written consent of lessor being first had and obtained.

6. That he shall occupy and hold for lessor all cross or parallel lodes, dips, spurs, feeders, crevices, and mineral deposits of any nature and kind that may be discovered in working under this lease or in any of the tunnels run in connection herewith, with privilege to lessee to work the same as an appurtenance of said demised premises during the term of this lease.

7. That lessee shall at all times keep and maintain all shafts, tunnels, and other passages, of said mine, that have not been entirely worked out, thoroughly drained and free of loose rock and other waste material of every kind.

8. That lessee shall notify lessor, or its duly authorized agent, of the time and place of holding all clean-ups deriver from the crushing of ore taken from said premises, and shall, after each and every mill-run, pay and deliver to lessor its proportion of ten per cent, of the gross amount thereof, and shall retain for his own use and compensation, for the working of said ground under these presents, ninety per cent. of the gross amount of the gold and other

precious metals realized from the working aforesaid; and in this connection it is covenanted and agreed by lessee that all ores taken from the aforesaid premises shall be crushed, and the gold and other precious metals extracted therefrom shall be accounted for by the lessee, and shall be divided between lessor and lessee in the proportions hereinabove in this paragraph specified.

9. That said lessor may, if it so desires, have an agent present at each clean-up so held, and after each and every clean-up of any mill through which said ore may be run, said lessee agrees to pay and deliver to lessor ten per cent. of the gross mineral product cleaned up from such mill-run, said division to be made after said mineral products have been re-torted and melted; provided, however, that, if both parties to this agreement agree thereto, lessee may pay in cash the royalties due to lessor at the current market price thereof at the banks in Fairbanks.

10. That lessee shall promptly pay all labor and material men, so as to prevent the filing of any lien or liens on or against the aforesaid demised premises, and shall at all times keep posted, in at least three conspicuous places on said demised premises, a notice that the lessor will not be liable for any labor performed or material furnished for use in the prosecution of mining operations under these presents, which said notice shall be in such form as lessor may prepare and deliver to lessee.

11. That, at the expiration of this lease or its sooner

termination according to the terms thereof, lessee shall deliver to lessor the said premises, with the appurtenances and all improvements, in good order and condition and the mine in all points ready for immediate continued working, without demand or further notice; and it is expressly understood and agreed that all stamp mills, structures, or other improvements, placed on said property or on property adjacent thereto, to be used in the prosecution of mining operations on said ground, shall, at the expiration of this lease or its sooner termination according to the terms hereof, become the property of lessor without any further act whatsoever on the part of lessee; provided, however, that, in the event lessee, after prospecting said ground, does not desire to continue working thereon, but elects within six months from the date hereof to abandon said lease, then any mining machinery, stamp mill, or other structure or improvement placed on said ground between the date of the signing of these presents and the surrender of this lease, may be removed by lessee within thirty days from the time of the surrender and cancellation of this lease.

12. That lessee shall, during each and every year of the life of this lease, perform on the mining claim hereinabove described the necessary annual labor required by law to be done for the holding of claims, and shall, if required by lessor, furnish to lessor affidavits of the performance of said annual labor as prescribed by law.

13. That, in the event of any violation of the covenants and agreements herein contained, the term of this lease shall, at the option of lessor, immediately expire, and the same and the said premises with the appurtenances shall revert to and become thereupon forfeited to lessor, and lessor, or its duly authorized agent, may thereupon enter into possession of said premises and dispossess all persons occupying the same, with or without force, and with or without process of law, and all persons found in possession or occupation thereof may be proceeded against as though guilty of unlawful detainer.

14. That each and all of the covenants and agreements herein contained shall extend to and be binding on the heirs, executors, administrators, successors in interest, and assigns, of the parties hereto, both jointly and severally.

In witness whereof, the parties hereto have hereunto set their hands and seals on the day and year first hereinabove written.

In the presence of: C. Harry Woodward, Wallace Cathcart.

Reliance Mining Co. (SEAL)

by L. B. Clough, Vice-President
and R. C. Erchinger, Secretary

Wm. L. Spalding (SEAL)

Territory of Alaska,
Fairbanks Precinct.

This is to certify that on this ninth day of June, A. D. one thousand nine hundred thirteen, before

me, the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned and sworn, personally appeared L. B. Clough and R. C. Erchinger, known to me to be respectively the Vice-President and Secretary of Reliance Mining Company, and the persons who executed the foregoing lease in behalf of said Reliance Mining Company, and acknowledged to me that they signed the same for and in behalf of said Reliance Mining Company, as the free and voluntary act and deed of said Reliance Mining Company; at the same time and place appeared W. H. Spalding, the person mentioned as lessee in the foregoing lease, and to me known to be the individual who executed the foregoing lease as such lessee, and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year first in this certificate above written.

(SEAL) WALLACE CATHCART,
Notary Public in and for the Territory of Alaska.

My commission expires June 9th, 1915.

MORTON E. STEVENS, a witness for plaintiff,
after being duly sworn, testified as follows:

Direct examination:

Mr. Stevens: I desire to state that I have had a good many years' experience in looking up records, etc.; I have examined the records of the Fairbanks Precinct, Alaska, as to leases, and the lease that has

just been introduced in evidence is the only lease of record from the Reliance Mining Company to anyone whomsoever connected with the Soo quartz mining claim, that I was able to find,—and I made a thorough search for them. That is all on that subject.

Defendants moved to strike the testimony of Mr. Stevens concerning the searching of the records for a lease, and the fact that this was the only lease on record, for the reason that the testimony of Mr. Brumbaugh as a witness for plaintiff shows that this ground was being worked under another lease,—under a verbal lease at the time the work was performed; that this lease shows upon its face that it was subject to all other leases, and is for a different piece of ground altogether from the other lease. The other lease is only for 100 feet deep down, and this lease covers the whole of the mining claim. That this lease shows on its face it was subject to the verbal lease that Mr. Brumbaugh stated on the witness stand Mr. Spaulding was working under, and for that reason the testimony as to there being no other lease on record, and Mr. Steven's testimony, is immaterial.

Motion denied. Defendants except Exception allowed.

Plaintiff rests.

Defts' Exception No. 2.

Defendants, by Mr. Clark move for a non-suit, on the ground that plaintiff has failed to make out a prima facie case, for the reason (a) that the act

under which said liens were filed and under which they are attempted to be foreclosed is void, and (b) that plaintiff had failed to prove the allegations of his liens and complaint, that they were employed by Raymond Brumbaugh and W. L. Spaulding, co-partners engaged in mining under the name of the Soo Mining Company, and (c) that there was no authority in law for the foreclosure of the alleged liens, and (d) that plaintiff had failed to prove the essential allegations of his complaint.

Defts' Exception No. 3.

Motion denied, defendants except, exception allowed.

S. A. MARTIN, a witness for defendants, heretofore sworn, testified as follows:

Direct examination, by Mr. McGowan.

Q Have you in your possession a copy of a notice that was taken from the Soo Mining Company?

A I believe Mr. Stevens has it.

Q You brought it in and gave it to him yourself?

A Mr. Stevens has a copy of it. (Mr. Stevens hands notice to Mr. McGowan.)

Q Is that the notice that you referred to, that Mr. Stevens has?

A Yes.

Q Where did you get that?

A That was from the mine out here; that is one of the notices that was out there.

Q Posted on the mine?

A Yes, sir.

Q How many more were there out there like that?

A There was one on the bunkhouse; this one here.

Q Was there another one any place on the claim?

A I never saw any.

Q Did you see that before the weather had taken any of the writing off it?

A Well, I saw it as it was in position.

Q Originally?

A Yes.

Q Were there any names signed to it when you first saw it?

A It is just the same now as when I first saw it.

Q When did you first see it?

A There were two of them. They were just the same. There was one on the bunkhouse and one on the gallows frame at the shaft.

Q You never saw any names on it at all, you say.

A That is just as I saw it.

Defendants ask to have same marked for identification. Marked "Defendants' Identification No. 2."

Cross examination, by Mr. Stevens:

All I saw was two posted on the claim, one on the gallows-frame, one on the bunkhouse;; the gallows-frame was right by the shaft. This one that has just been identified was on the gallows-frame, and the other on the bunkhouse. The one on the bunkhouse did not differ in any respect from this one; it was of the same material, cloth, and the same wrtiing.

RAYMOND, BRUMBAUGH, a witness for defendants, recalled, testified as follows:

Direct examination, by Mr. Brown.

Q When did you first go out to the Soc quartz mine?

A Well, I was out there during last spring at different times,—spring and summer last year. I didn't go out there to live until some time in July.

Q When you went out there to live, were there any notices posted on the claim?

A Yes sir. Three. I have one of those notices with me. The notice that you now show me was one that was posted on the claim, on the bunkhouse. One was posted at the mess-house, and one at the shaft on the gallows-frame. Mr. Martin (the plaintiff) took one of them down and brought it into town, and the other one was taken from the mess-house when the mess-house was mudded and brought into town by some of the men; I don't know who. I took this one from the bunkhouse a few days ago. Mr. Martin took one down on the 9th or 10th of November, the day he left the property, just after they all quit work. All the notices were similar, exactly the same, all three of them.

Notice offered in evidence and admitted. Marked "Defendants' Exhibit No. 1." and is as follows:

NOTICE.

TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned, owners of the Reliance Mining Co. properties situated on Dome Creek in the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, WILL NOT

BE RESPONSIBLE for any debts contracted and incurred by any and all Lessees or Laymen now mining and operating upon said placer mining claim under their respective leases, whether such debts be for labor performed, material furnished, or for any other cause.

All persons are hereby notified and warned, that they and each of them must look to such laymen or lessees for the payment of any claim and indebtedness, which they may now hold or which may hereafter be incurred by any such laymen or lessees.

Dated this 25th day of January, 1913.

.....

(Endorsed: "1995 Detfs Ex. "1" June 12-1914 Angus McBride Clerk By P. R. Wagner Deputy".)

When I first saw the notice, the signature showed here, and the word "quartz" showed here, and this word "placer" was scratched out. The signatures showed there on this (referring to "Defendants' Exhibit No. 1")—H. E. St. George and R. C. Erchinger; "Reliance Mining Company, by H. E. St. George, R. C. Erchinger." My recollection is that it was that way on all three of the notices, and all three were alike. The proprietor of the leasehold interest there on the grounds was W. L. Spaulding.

Q I show you the original lease, the record of which was offered by the plaintiff here '(hands paper

to witness),—a lease from the Reliance Mining Company to W. L. Spaulding, dated 9 June 1913, covering the Soo quartz mining claim, and ask you if, at the time you went out there,—from the first of July until the 10th of November, the Soo quartz mining claim was being operated under this lease.

A It was not.

Q Have you a copy of the lease under which it was being operated?

A I have. (Hands paper to Mr. Brown.)

Q Is this the original?

A Yes, that is the original lease.

Q I show you a document and ask you what it is. (Hands paper to witness.)

A That is a lease from the Reliance Mining Company to W. L. Spaulding, John Letterman, and Clifford Post.

Q Do you know under what least the Soo quartz mining claim was being operated after the first of July 1913?

A It was being operated under that lease. (Refers to last mentioned lease.)

Mr. Brown: We offer the lease in evidence.

Lease admitted and marked "Defendants' Exhibit No. 2," and is as follows:

LEASE.

THIS LEASE OR LAY AGREEMENT, Made and entered into this thirteenth day of May, A. D. one thousand nine hundred twelve, BY AND BETWEEN:

THE RELIANCE MINING COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Nevada, party of the first part, hereinafter referred to and designated as the lessor,

and

W. L. SPAULDING, JOHN LETTERMAN, and CLIFFORD POST, all of Fairbanks, Alaska, parties of the second part, hereinafter referred to and designated as the lessees.

WITNESSETH:

That, whereas the lessor is the owner of certain quartz mining properties, situate at the head of Dome Creek, in the Fairbanks Precinct, Fourth Judicial Division, Territory of Alaska, and whereas the lessees are desirous of working a lay on a portion of said property, for the purpose of prospecting and developing the same;

NOW, THEREFORE, Lessor, for and in consideration of the covenants and agreements hereinafter set forth, on the part of lessees to be kept and performed, has leased, let, and demised, and by these presents does hereby lease let, and demise to lessees, from the date hereof until the 1st day of July,, A. D. one thousand nine hundred thirteen, all of that certain quartz mining property, situate at the head of Dome Creek, in the Fairbanks Mining and Recording Precinct, Territory and Division aforesaid, more particularly described as follows, to-wit:

That portion of the Soo Quartz Mining Claim, beginning at the westerly end thereof, on the line between said Soo claim and the Wild Rose claim, and running thence easterly a distance of three hundred feet along a vein or lode heretofore discovered and exposed on said ground, and extending vertically for a distance of one hundred feet; the portion herein leased being a block three hundred feet in length and one hundred feet in depth on said vein or lode on which the lessees are now engaged in working; together with the necessary tools, machinery, and buildings now situate on said property and belonging to lessor.

That, for and in consideration of the services rendered by lessees in opening and developing said property, said lessees shall retain all of the gold and other precious metals and minerals extracted from the portion of said ledge herein elased to them, and need not pay to lessor any part or portion thereof.

That said lessees shall work said ground continuously and shall extract the ore from said vein in as short a space of time as is consistent with good and minerlike methods, and all work shall be done in a workmanlike and minerlike manner until the block hereby leased to them shall have been exhausted.

That lessees further covenant and agree to keep the shaft now being sunk by them on said ground in good condition and properly timbered with suitable supports around the same, in order to support said shaft for after working of said mine, and they

covenant and agree not to work any part of said ledge closer to said shaft than 15 feet, save and except where the tunnels may be cut by said lessees in getting away from said shaft, and shall not work said ledge closer than 15 feet to the surface.

That lessees shall hold lessor harmless from all charges and liens of every nature and kind, placed or by them suffered to be placed on said ground by reason of the work done by said lessees, and agree to remove all liens at their own expense.

Lessees further covenant and agree to keep posted on said ground such notices as may be provided by lessor, disclaiming any responsibility for any labor done or performed on said ground during the life of this lease, provided said lessees employ other persons besides themselves to do or perform any work under this lease.

That lessees will not sub-let said ground herein leased to them, either in whole or in part, without the written consent of lessor, and will not delegate to others, by power of attorney or otherwise, any of the powers or authority herein granted to them.

That lessees will, at the expiration of this lease or its sooner determination according to the terms hereof, quit and surrender possession of said property to lessor, free and clear from all liens and encumbrances of every nature and description; will replace all tools belonging to lessor that may have been worn out, or destroyed by them during the life of this lease, and will put all machinery and buildings leased

to them in as good condition as they now are.

Lessees covenant and agree that, in the event of their failure or neglect to work said ground continuously during the life of this lease, said lease may, at the option of the lessor, be declared forfeited, and all rights of lessees under and by virtue thereof shall be deemed canceled and forfeited to lessor, and lessees shall not, under any consideration, be entitled to any compensation for any work done by them on said ground;

Lessees further covenant and agree that they shall receive no compensation for work done, save and except what may be derived by them from the milling of any ore taken from the portion of said mine herein leased to them.

That lessor or its agents may have access to said mine at any time, for the purpose of inspecting the same and mapping or platting the work done therein, and lessees agree that, at any time when requested by lessor, they will furnish a statement of the cost of operating said ground, and the amount of gold or other precious metals derived from the milling of the ore taken therefrom, and that they will furnish to lessor such other data as may be required from time to time.

Faithfully to abide by the terms and conditions of this lease, the parties hereto do bind themselves, their and each of their heirs, executors, administrators, successors, and assigns, firmly by these presents.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the day and year herein first above written.

In the presence of:

.....

.....

THE RELIANCE MINING COMPANY,

by R. Brumbaugh, (SEAL)

Vice-President,

& John A. Clark, (SEAL)

Secretary,

Wm. L. Spalding, (SEAL)

J. Letterman, (SEAL)

C. Post, (SEAL)

Territory of Alaska,

Fairbanks Precinct,—ss:

This is to certify that, on this day of, A. D. one thousand nine hundred twelve, before me, the undersigned, a Notary Public in and for the Territory of Alaska, duly commissioned and sworn, personally appeared R. Brumbaugh and John A. Clark, to me personally known to be the Vice-President and Secretary respectively of The Reliance Mining Company, the corporation mentioned in and which executed the within and foregoing lease, and acknowledged to me that they signed the same as the free and voluntary act and deed of said corporation, through themselves as its said Vice-President and Secretary respectively, for the uses and purposes therein set forth; and at the same time personally

appeared before me W. L. Spalding, John Letterman, and Clifford Post, to me known to be the individuals mentioned in the foregoing lease as the lessees, and they, each for himself and not one for the other, acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes specified therein.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year in this certificate above first written.

.....

Notary Public in and for the Territory of Alaska.

I was not present when the extension of this lease was granted. (Refers to copy of resolution of board of directors of Reliance Mining Company, pinned to Defendants' Exhibit No. 2.)

Q. Do you know anything about an extension of this lease being granted,—of your own knowledge?

A. I do.

Q. What do you know about it?

A. I know that Mr. Spaulding spoke to me about getting the extension of the lease, and I told him that I was perfectly willing at the time, and the lease was extended after I went outside, I think. I think I was a director at that time.

Q. I show you a copy of a resolution, signed by certain persons, and I ask you if you know the signatures of those people.

A. I do.

Q. Whose signatures are they?

A. L. B. Clough, H. C. Hamilton, and R. C. Erchinger.

Q. What connection did they have with the Reliance Mining Company?

A. I think Mr. Hamilton was president at that time; Mr. Erchinger was secretary at that time. They were all directors. They constituted a majority of the board of directors; there were five directors.

Mr. Brown: I offer this resolution of the board of directors in evidence.

Resolution admitted, marked "Defendants Exhibit No. 3," and is as follows:

RESOLUTION.

Fairbanks, Alaska,

Sept. 16, 1912.

Whereas: Under authority theretofore given by the board of Directors the President and Secretary executed and delivered a lease in favor of W. L. Spalding John Letterman and Clifford Post dated the 13th of May 1912, wherein and whereby the Company leased to said parties for the period ending July 1st 1913 300 feet in length along the lead by 100 feet in depth thereof on the Soo claim, a copy of which lease is set forth herein. And Whereas; on or about the 16th day of September 1912 at a meeting of the board of directors it was agreed and resolved to extend the term of said lease from July 1st 1913 to January 1st 1914 and the President and Secretary were duly authorized and directed to execute a new lease to said Spalding and Letterman (the said Post

having sold his interest under the former lease to said Spalding and Letterman) on the same terms as the former lease but with the extension of time incorporated therein.

And whereas the Secretary John A. Clark was on the point of leaving the territory and has now left to be gone for some time and omitted to enter the minutes of such meeting and resolution in the minute book, and the minutes also fail to show the authorization of the original lease or of the meeting at which it was authorized.

NOW THEREFORE: Resolved that the action of the President and Secreter in executing and delivering the original lease as above set forth and the authorizing of the execution and delivery of the new lease with the extension of the term thereof as recited above be and the same is hereby ratified and confirmed, and the President and Secretery are hereby authorized and directed to execute and deliver a new lease to said Salding and Letterman on the same terms as the original lease with the term extended as above mentioned.

L. B. CLOUGH

H. C. HAMILTON

R. C. ERCHINGER

(Endorsed: "892 Dated: 13 May 1912. Reliance Mining Company to W. L. Spadring et al. Lease. 1995. Defts. Exs "2 & 3" 1995 Defts Ex "3" June 12, —1914 PRW. (Deft. Ex "2" attached hereto.)")

Cross examination, by Mr. Stevens:

Q. I will ask you to examine "Defendants' Identification No. 2" in this case, that you saw me deliver to Mr. McGowan here in Court; you recognize that as being one of the notices?

A. Yes sir; they were all alike, they were all printed on cloth.

Mr. Stevens then offers in evidence another cloth notice, which is marked "Plaintiff's Exhibit BB", and is as follows:

NOTICE.**TO WHOM IT MAY CONCERN:**

Notice is hereby given that the undersigned, owners of the Reliance Mining Co. properties situated on Dome Creek in the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, **WILL NOT BE RESPONSIBLE** for any debts contracted and incurred by any and all Lessees or Laymen now mining and operating upon said placer mining claim under their respective leases, whether such debts be for labor performed, material furnished, or for any other cause.

All persons are hereby notified and warned, that they and each of them must look to such laymen or lessees for the payment of any claim and indebtedness, which they may now hold or which may hereafter be incurred by any such laymen or lessees.

Dated this 25th day of January, 1913.

.....
.....
.....
.....

(Endorsed: "1995 Defts Identification 2 Filed as
1995 Pltff's Ex "BB" June 12-1914 P. R. W.")

Defendants rest.

JOHN KUHL, a witnes for plaintiff in rebuttal,
heretofore sworn, testified as follows:

Direct examination, by Mr. Stevens:

Q. Mr. Kuhl, when you worked on the quartz
mine out here at Spaulding's—the Soo quartz mining
claim—did you see any notice or notices posted up
there?

A. Yes sir.

Q. Examine "Defendants' Exhibit No. 1" (hands
same to witness); did you ever see that notice, or
a notice like that, posted there any place?

A. No sir; I don't believe that is the notice.

Q. State whether or not the notices that you saw
were on cloth.

A. They were on cloth; yes sir.

Q. Examine "Plaintiff's Exhibit, BB". Hands
same to witness.)

A. Yes sir, I think this is the notice.

Q. This is the notice that you saw.

A. Yes sir; but this writing wasn't on it when I
seen it. There was no writing at all.

Q. Were there any signatures to the notice that

you saw—any writing at the bottom,—names?

A. They were there, but you couldn't make them out. I think they were there.

Mr. Brown: The names were there?

A. Yes sir.

Mr. Stevens: You couldn't make out what names they were?

A. No sir.

Q. When was it that you first saw them?

A. Well, the first day that I went to work I seen one at the bunkhouse and one at the boiler-house; that was about the 21st of August 1913. I saw two notices there; both of them were alike, so far as I know.

Q. Did either one of the notices contain the name or names of any lessees or laymen?

A. As I have explained a minute ago, I could not make out the names on the bottom; there were some names written there, but they were worn out. That is true as to both the notices that I saw.

HUGH FERRY, a witness for plaintiff in rebuttal, heretofore sworn, testified as follows:

Direct examination, by Mr. Stevens.

Q. Did you see any notice or notices posted on this Soo quartz mining claim at any time you were out there in 1913?

A. Yes sir.

Q. Will you examine this notice that is marked "Defendants' Exhibit No. 1". (Hands same to witness.) State whether or not you have ever seen it

before, to your best judgment. Do you recognize that?

A. I do, sir.

Q. Is that one of the notices that you saw posted?

A. One of them.

Q. Also examine this one that I hand you, "Plaintiff's Exhibit BB". (Hands same to witness.)

A. Well, the only one I did look at was the one at the bunkhouse. There were three of them up there. I didn't pay any attention to them at the time.

Q. There were three where?

A. One at the bunkhouse, one at the mess-house, and one at the shaft. They were all the same; I didn't read them all, but I read the first one; they were all about the same, so far as I know. I looked at them all. I read the first one on the bunkhouse. I didn't see any handwriting signature; not that I could swear to. I didn't see any printed signature.

Cross-examination, by Mr. McGowan.

I saw the notices for the first time when I went to work there; all the time. I looked every day, but I couldn't say what morning or what night. I went to work in September; they were there then. I read the notice once.

JOHN CURRY, a witness for plaintiff in rebuttal, testified as follows, having been heretofore sworn:

Direct examination, by Mr. Stevens:

Q. I hand you for identification "Defendants' Exhibit No. 1" (hands same to witness.) State

whether or not you ever saw that notice or a similar notice or a similar notice.

A. I have; it was posted on this particular mining claim that we have been talking about for a couple of days,—on Dome Creek.

Q. I ask you to examine this notice marked "Plaintiff's Exhibit BB". Did you ever see that before or a similar notice? (Hands same to witness).

A. Yes, I think this is one I took off myself. It looks like it. This was posted on the shaft, on the timbers that hold the upright of the shaft, six by six I think they are. I didn't see any signatures at the bottom of the notice; no more than "January 1913." There were not any signatures that I know of; I never saw any signatures.

Q. Did you look?

A. Yes, when I took it off. When I took it off there was none on there. I took it off on November 10th or 11th. I had seen it before that time. The first time I saw it was a year ago last April, I believe it was. I was out there sawing wood for Spaulding; that would be in April 1913,—April or May, before the ice went out. These notices were there then. I just saw the notices up there, but I didn't examine them.

Q. Did you ever see that notice, or any other notice there like it, that contained the signatures of any persons at the bottom,—or company?

A. I believe the one on the cookhouse had the

signatures on it,—two or three signatures.

Q. Whose signatures?

A. I believe Ray Erchinger was one, and I don't know whether Harry St. George was on there or not; but I believe there were two signatures on the one on the cookhouse. I think the name of Captain Cunningham was also on there. I am sure their names were on there; there were some names on there; and I am sure it was theirs. The notices were cloth. I don't know whose signatures were on there, but I know there were one or two on there.

Cross-examination, by Mr. McGowan:

Q. Were not the words "Reliance Mining Company" written above the words "St George" and "Erchinger" on the first vacant line? I refer now to "Defendants' Exhibit No. 1", taking the first vacant line after "January 1913." Wasn't it "Reliance Mining Company" and "StGeorge" and "Erchinger, secretary," written above that?

A. No; "Reliance Mining Company" was written on the top.

Q. Where it is now?

A. Yes sir.

Q. You say Captain Cunningham's name was there?

A. I am pretty sure, because I asked who he was. I am not sure. That was some time in April 1913. I worked out there, off and on, all summer.

Q. That was the time Cunningham and Ronan were working the ground as lessees under this same

lease, and before Mr. Spaulding took it over?

A. I didn't know Cunningham was in there.

Q. That was the time Cunningham and Ronan were out there working under this lease, before Spaulding took it back?

A. Spaulding was there at the same time; I didn't know Cunningham was in it.

Q. You say you saw Cunningham's name on this notice?

A. Yes, I think so.

MARTIN MALLAND, a witness for plaintiff in rebuttal, heretofore sworn, testified as follows:

Direct Examination, by Mr. Stevens:

Q. Mr. Malland, I will ask you to examine "Defendants' Exhibit No. 1", also "Plaintiff's Exhibit BB", and state if you know whether you have ever seen either one of those notices before posted on this claim in question, the Soo quartz mining claim.

A. I never saw a duplicate of that. (Indicates "Defendants' Exhibit No. 1).)

Q. Look at the other one. (Plaintiff's Exhibit BB.)

A. I never saw a duplicate of either one of them.

Q. Did you ever see any notices posted on the claim.

A. I did.

Q. How many?

A. Two; there was one on the bunkhouse and one on the gallows-frame at the shaft.

Q. Do you know whether or not those notices that

you saw, or either one of them, were signed by anyone,—any signatures attached to them?

A. Well, now, I didn't pay enough attention to say I did. I examined both notices.

H. H. DECK, a witness for plaintiff in rebuttal, heretofore sworn, testified as follows:

Direct examination, by Mr. Stevens:

Q. Mr. Deck, examine "Defendants' Exhibit No. 1", and also Plaintiff's Exhibit BB," and state if you can whether or not you ever saw either one of those notices or similar notices posted on the Soo quartz mining claim at the head of Dome Creek.

A. Yes, I saw that notice. (Indicates "Defendants' Exhibit No. 1.)

Q. How many notices did you see?

A. Well, I seen two notices, but one in particular.

Q. Where were the two notices posted that you saw?

A. One was on the bunkhouse and one down at the mouth of the shaft.

Q. You say you noticed one in particular?

A. Yes sir.

Q. Which one?

A. The one on the bunkhouse; this is the one. (Indicates "Defendants' Exhibit No. 1.)

Q. State when it was that you first saw it, as near as you can.

A. I can't tell when I first seen it, but I can tell you when I first read it over carefully. That was

about the 5th or 6th of November 1913. I only saw two notices. There were no names there that I could see or did see.

Cross-examination, by Mr. McGowan:

I examined the notice carefully about the 6th or 7th of November 1913. I fix the date because I quit on the 25th of October. I went back out to the mine and I examined this notice to find out what the purpose of the notice was there. I don't remember the date that I went back, but I was there on the 6th or 7th of November and read the notice over carefully. I am sure of that. The first time I looked at this notice carefully was in November of last year. Before that I had seen two notices and I read one of them particularly. I never have seen the third one at all.

Both plaintiff and defendant rested.

The case was argued by attorneys for both plaintiff and defendant and was submitted to the Court.

That thereafter the Court announced that it had decided generally in favor of plaintiff and against defendants for all labor performed by plaintiff and his assignors prior to the ninth day of October 1913, and in favor of defendants and against plaintiff and his assignors for all labor performed by them on the Soo quartz mining claim subsequent to the ninth day of October 1913;

That thereafter plaintiffs submitted to the Court for signature findings of facts and conclusions of law, which were thereafter signed as submitted.

That thereafter, and within the time prescribed by law, defendants filed their objections to plaintiff's proposed findings of fact and conclusions of law, in the words and figures following, to-wit:

[Title of Court and Cause.]

Defendants' Objections to Plaintiff's Proposed Findings of Fact and Conclusions of Law.

I. Defendants object to the second Finding of Fact contained in plaintiff's proposed findings of fact and conclusions of law for the reason that said second finding of fact and the whole thereof is not a finding upon any issue decided in this case and upon which the liability of the defendants' property to a lien is based.

II. Defendants object to the fourth finding of fact contained therein, upon the ground that the same is not in accordance with the evidence in this case, and particularly object to the last clause on said fourth finding beginning with the words, "That the failure" and continuing to the end of said paragraph, for the reason that said portion of said finding does not state any facts found by the court, but states a conclusion of law.

III. Defendants object to the sixth finding of fact therein contained, for the reason that said finding states that W. L. Spaulding employed the plaintiff and his assignors to perform the work mentioned in the complaint and in the several liens herein, whereas the said complaint and the liens each

of them states that the said plaintiff and his assignors were each employed by W. L. Spaulding and Raymond Brumbaugh, members of a mining copartnership operating the Soo quartz mining claim; and said defendants particularly object to the finding of fact contained in said sixth finding that the contract for labor to be performed by Mrs. H. H. Deck was for cooking, for the reason that services as cook are not lienable; and also particularly object to the finding therein contained that the said Spaulding contracted with William Ahlmark to pay five (\$5) dollars a day and board for the team therein mentioned, for the reason that said services are not lienable in their nature.

IV. Said defendants object to the statement contained in the seventh finding of fact therein contained, wherein it is stated that the lien notices filed by the plaintiff and his assignors contain the name of the person by whom said claimants were employed, to-wit. the defendant W. L. Spaulding, for the reason that each of the liens filed by the plaintiff and his assignors, and also the complaint herein, states that the name of the person by whom said plaintiff and his assignors were employed was W. L. Spaulding and Raymond Brumbaugh, composing a mining copartnership operating the Soo mining claim; and further particularly object to that portion of said seventh finding of fact wherein it is stated that each of the lien claimants mentioned in the complaint herein paid for preparing and filing

of record his said lien the sum of eleven and 75-100 (\$11.75) dollars, for the reason that no charge for preparing or filing said lien notices is allowed by law.

V. Defendants object to the ninth finding of fact contained in said findings of fact, for the reason that no allowance is made by law for attorneys fee in the foreclosure of liens by laborers.

VI. Defendants object to the tenth finding of fact and the claim therein, for the reason that it does not contain any statement of fact, but simply a conclusion of law.

VII. Defendants object to the statement contained in the eleventh finding of fact to the effect that the plaintiff S. A. Martin is entitled to a lien in the sum of \$357.50 upon the Soo quartz mining claim and upon other property therein mentioned, for the reason that the said statement is not a finding of a fact, but a conclusion of law.

VIII. Defendants object to the statements contained in the 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22d, 23d, and 24th findings of fact, that each of the persons named in said several paragraphs are entitled to liens upon the property described in said of said paragraphs, for the reason that each of said statements contained in said several paragraphs is a statement of a conclusion of law, and not a statement of any fact.

IX. Defendants object to the statements contained in the 25th finding of fact, and in each of

the paragraphs contained in said finding, to the effect that the said plaintiff and his assignors performed labor upon said Soo quartz mining claim after the 8th day of October, 1913, for the reason that it appears from said findings and from the evidence in this case and also from the lien notices or claims (copies of which are attached to the complaint herein) and also from the allegations of the complaint in this action, that the labor and services rendered by the plaintiff and his assignors after the 8th day of October, 1913, were rendered for the joint benefit of said W. L. Spaulding and the said plaintiff and his assignors, and for that reason the same are insufficient upon which to base any claim of lien upon the Soo quartz mining claim or any other property in which the defendants are interested.

X. Defendants object to the 1st conclusion of law contained in said findings of fact and conclusions of law, for the reason that under the findings of fact as proposed by the plaintiff the several liens claimed by the plaintiff and his assignors are void for the reason that none of said claims of lien set forth the name of the person or persons by whom the said plaintiff and his assignors were employed.

XI. Defendants object to the statement in the 2nd conclusion of law, to the effect that all of the liens mentioned in the findings of fact were duly assigned and transferred to the plaintiff, for the reason that said statement constitutes a finding of

fact, and not a conclusion of law.

XII. Defendants further object to the statement contained in the 2nd conclusion of law proposed by plaintiff, to the effect that plaintiff is entitled to have all of the liens mentioned in the complaint foreclosed and the property described in the complaint sold to satisfy said liens, for the reason that under the statements made in the finding of fact and the evidence produced in this case on behalf of the plaintiff, the said claims of lien are each and all void and of no effect for the reason that the labor and services for which the liens are claimed by the plaintiff and his assignors according to the testimony herein were not done and performed in the development or improvement of the Soo quartz mining claim but were done and performed in the course of carrying on mining operations in extracting ore, milling the same, and in the ordinary working operations of the mine.

McGOWAN & CLARK,
JOHN K. BROWN,
Attorneys for Defendants.

And at said time served on plaintiff's attorney and filed with the Court defendants' proposed amendments to findings of fact and conclusions of law, as follows, to-wit:

[Title of Court and Cause.]

**Defendants' Proposed Amendments to Findings of
Fact & Conclusions of Law.**

The defendants in the above entitled action hereby propose the following amendments to the findings of fact and conclusions of law, as served and filed by the attorney for the above named plaintiff, to-wit:

I. In paragraph 1 of the findings of fact proposed by the attorney for the above named plaintiff, amend the same so that it shall read as follows: "That at all the times herein mentioned, and up to and including the 8th day of October, 1913, the defendant W. L. Spaulding was in possession of, and prospecting, developing and mining the westerly 300 feet to the depth of 100 feet of that certain quartz mining claim, known as the Soo Quartz Mining Claim," etc., continuing as in the proposed finding of fact until the end of said proposed finding No. 1.

II. Also, in the said last mentioned paragraph No. 1 of said findings of fact, amend the last sentence thereof to read as follows: "And that the defendant, W. L. Spaulding, lessee as aforesaid, operated the westerly 300 feet to the depth of 100 feet of said mine under the name of the Soo Mining Company."

III. Amend said findings of fact by striking out paragraph 2 thereof.

IV. Amend the third finding of fact proposed by

plaintiff so that it will appear that the word "quartz", written with pen and ink above the word "placer," was, at the time of the trial of said action, legible and could readily be distinguished.

V. Amend paragraph 4 of said proposed findings of fact by striking out therefrom all of the said proposed finding, beginning with the words "with the failure" and continuing until the end of said 4th finding.

VI. Amend the 5th proposed finding of fact, so that the same will state that the defendant, W. L. Spaulding, was doing business as the Soo Mining Company, and was lessee of the westerly 300 feet of the Soo Quartz Mining Claim to a depth of 100 feet, instead of the lessee of the whole claim, as appears in said finding.

VII. Strike out all reference, in the 5th proposed finding of fact, to the ownership of a certain 3-stamp quartz mill, situated in the Soo Quartz Mine, together with all the fixtures and appliances thereunto belonging, as well as all tools, boilers, engines, hoists, cables, timbers, and other appliances used in carrying on mining operation on said mining claim, for the reason that no lien exists upon said quartz mill, or any of the personal property, or machinery or other appliances mentioned in said paragraph 5, in favor of the plaintiff or his assignors, or any of them; and for the further reason that the Court found, as a matter of law, that said mill, and said other property mentioned in said

paragraph 5 of the findings of fact proposed by plaintiff was the subject of no lien of the plaintiff or his assignors.

VIII. Amend paragraph VII of said proposed findings of fact, by striking out from the statement therein contained of the contents of the several lien notices upon which the claims of plaintiff and his assignors are based, the statement that said lien notices, and each of them, contains: "The name of the person by whom said claimant was employed, to-wit, W. L. Spaulding," for the reason that the lien notices, copies of which are attached to the complaint herein, show on their face that the persons by whom each of said claimants were employed, were W. L. Spaulding and Raymond Brumbaugh, as copartners, doing business under the name of the Soo Mining Company.

IX. Amend said findings of fact by striking therefrom all of paragraph 10 thereof.

X. Amend paragraphs 11 to 24, inclusive, of said findings of fact proposed by plaintiff, by striking from each of said paragraphs the statement contained therein, that the plaintiffs and his said assignors are each entitled to a lien for the several sums found to be due to them upon the Soo Quartz Mining Claim, or upon any other property, for the reason that such statement is not a finding of fact, but a conclusion of law, and should not be included in the findings of fact.

XI. Amend each of the said paragraphs last

named, to-wit, from 11 to 24, inclusive, of said proposed findings of fact, by making it appear in each of said paragraphs that the person named therein is entitled to a lien upon the westerly 300 feet of the Soo Quartz Mining Claim to a depth of 100 feet, instead of upon the whole claim, as stated in each of said paragraphs.

XII. Amend paragraph 24 of said proposed findings of fact, by striking therefrom any statement that William Ahlmark, one of plaintiff's assignors, furnished a team of horses at the rate of \$5.00 per day between June 30th and October 8th, 1913, or at any other time, or at all, for the reason that the services of such team are not lienable.

XIII. Amend paragraph 25 of said proposed findings of fact, by striking from said proposed findings the whole of said paragraph 25, and also sub-paragraphs (a) to '(m), inclusive, for the reason that it appears upon the face of said findings that none of the labor mentioned in said paragraph 25, or its sub-paragraphs, constitutes a lienable debt.

XIV. Amend paragraph 2 of the conclusions of law proposed by plaintiff, by striking therefrom the following words: "That all of said liens were duly assigned and transferred to plaintiff herein," for the reason that such statement is a statement of fact, and not a statement of a conclusion of law.

McGOWAN & CLARK,
JOHN K. BROWN,
Attorneys for Defendants.

That thereafter the Court overruled defendants' objections to plaintiff's proposed findings of fact and conclusions of law, to which ruling defendants then and there excepted and said exception was allowed, and the Court refused to amend the proposed findings of fact and conclusions of law submitted by the attorney for plaintiff in accordance with the amendments filed by defendants, to which ruling defendants then and there excepted and said exception was allowed;

That thereafter the Court duly made and signed the proposed findings of fact and conclusions of law submitted by plaintiff, to all which findings so made and signed by said Court, to which defendants had theretofore objected, as hereinabove set forth, defendants then and there excepted and said exception was allowed, and defendants then and there excepted to the refusal of said Court to amend said findings of fact and conclusions of law in accordance with defendants' proposed amendments theretofore filed with said Court, which said exception was then and there allowed to each of said appearing defendants;

And now, in furtherance of justice and that right may be done, the said defendants, W. L. Spaulding and Reliance Mining Company, present the foregoing as their bill of exceptions in this cause, and pray that the same may be settled and allowed, and signed and certified by the Judge of this Court, in

the manner provided by law.

McGOWAN & CLARK,
JOHN K. BROWN,
Attorneys for Defendants.

Due service of the within Proposed Bill of Exceptions and receipt of a copy thereof are hereby acknowledged this 14th day of October 1915.

MORTON E. STEVENS,
Attorney for Pltff.

(Indorsed: "Filed in the District Court Territory of Alaska 4th Div. Oct. 14 1915 J. E. Clark Clerk By Sidney Stewart Deputy. Re-filed as of date Nov. 9 1915 J. E. Clark, Clerk, by Sidney Stewart, Deputy.")

[Title of Court and Cause.]

Order Settling Bill of Exceptions.

BE IT REMEMBERED that, on the 14th day of October, 1915, the defendants W. L. Spaulding and the Reliance Mining Company presented the foregoing bill of exceptions to the Court for settlement, which said proposed bill of exceptions was served and filed within the time allowed by the orders of the Court, and thereafter the plaintiff, for good cause shown, was given and granted until and including the eighth day of November, 1915, within which to prepare, serve, and file proposed amendments to said proposed bill of exceptions, and that no amendments or objections have been made to said proposed bill of exceptions, and the time for

filing objections has passed, and it appearing to the satisfaction of this Court, on examination of the proposed bill of exceptions, that it contains a full, true, and correct record of the proceedings in connection with said matter, and that the same is true and correct in all particulars, and contains all the material testimony, evidence, and exhibits, and other proof introduced by the respective parties during the hearing of said cause, and the Court being fully advised in the premises; Now, therefore, upon motion, it is ordered that the foregoing proposed bill of exceptions be, and the same is, hereby approved, allowed, and settled as the bill of exceptions in the above entitled cause and made a part of the record herein, and that the same has been filed and presented within the time allowed by the orders of the Court, and that the clerk of this Court shall re-file said bill of exceptions as of this date.

Done at Fairbanks, Alaska, this ninth day of November, 1915, in open Court.

CHARLES E. BUNNELL,

District Judge.

Entered in Court Journal No. 13, page 336.

(Indorsed: "Filed in the District Court, Territory of Alaska, 4th Div., Nov. 9, 1915, J. E. Clark, by Sidney Stewart, Deputy.")

[Title of Court and Cause.]

Findings of Fact and Conclusions of Law.

This cause came on regularly for trial on the 11th

day of June, 1914, before the court, on the equity side thereof, without a jury, and the plaintiff appearing in person and by his Attorney Morton E. Stevens, Esq., and the defendants appearing by Messers McGowan & Clark and John 'K. Brown, Esq., and the court hearing and considering all of the evidence introduced by the respective parties, finds the facts as follows, to-wit:

I.

That at all times herein mentioned, and up to and including the 8th day of October, 1913, the defendant, W. L. Spaulding was in possession of, and prospecting, developing and mining, the westerly 300 feet of that certain quartz placer mining claim, to a depth of 100 feet, known as the Soo Quartz Mining Claim, located about one-half mile Northwest of Pedro Dome, on the right limit of Dome creek, and opposite Creek Placer Mining Claim No. 9 Above Discovery, in the Fairbanks Precinct, Alaska, under a lease from the defendant, the Reliance Mining Company, a corporation organized and existing under the laws of the State of Nevada, and carrying on business in Alaska, which company, the said Reliance Mining Company, was at all times herein mentioned, and now is, the owner of said Soo Quartz Mining Claim. And that defendant, W. L. Spaulding, lessee as aforesaid, operated said mine under the name of the Soo Mining Company.

II.

That at all times between the 8th day of October,

1913 and the 10th day of November, 1913, said Soo Quartz Mining Company was mined and operated jointly by defendant, W. L. Spaulding and the plaintiff, together with other laborers, plaintiff's assignors herein.

III.

That on or about January 25th, 1913, the defendant, the Reliance Mining Company, posted upon said Soo Quartz Mining Claim, in conspicuous places, three notices which were in words and figures as follows, to-wit:

NOTICE.

TO WHOM IT MAY CONCERN:

Notice is hereby given that the undersigned, owners of the Reliance Mining Company, properties situated on Dome Creek in the Fairbanks Recording Precinct, Fourth Division, Territory of Alaska, **WILL NOT BE RESPONSIBLE** for any debts contracted and incurred by any and all Lessees or laymen now mining and operating upon said Placer Mining Claim under their respective leases, whether such debts be for labor performd, material furnished, or for any other cause.

All persons are hereby notified and warned, that they and each of the must look to such laymen or lessees for the payment of any claim and indebtedness, which they may now hold or which may hereafter be incurred by any such laymen or lessees.

Dated this 25th day of January, 1913.

That the court further finds that when said notices

were originally posted, that the printed word "placer", in the body of said notice, was lined out with pen and ink, and the word "quartz", written with pen and ink above said word "placer", and that at the time of posting said notices, as aforesaid, the same were signed by Reliance Mining Co., R. C. Erchinger, Secretary, and by H. E. St. George. That thereafter the said lining out of said word "placer" in said notices and the word "quartz" written above said word, as well as the words, "Reliance Mining Company" and the signatures to said notices, became weather-beaten and illegible and finally disappeared.

IV.

That the lease under which the defendant, W. L. Spaulding worked and operated said mine, was never filed for record or recorded in the recorder's office for said Fairbanks Precinct, Alaska, wherein said mining property is situate and that said notices posted, as aforesaid, or any of them, did not contain the name or names of the lessee or lessees or other person or persons, other than the owner operating said property. That the failure of said Reliance Mining Company to post three notices in conspicuous places containing the name or names of the lessee or lessees or other person or persons operating said property, the court finds to be conclusive proof of the consent of such owner of said property, that its interest in such mining property shall be subject to any lien or liens for labor performed, or material furnished in the working or development or oper-

ating said mining claim.

V.

That at all times herein mentioned, the defendant, W. L. Spaulding, lessee of said mining claim, as aforesaid, doing business as the Soo Mining Company, was, and now is the owner of that certain three stamp mill situate upon Soo Quartz Mining Claim, together with all of the fixtures and appliances thereunto belonging, as well as all tools, boilers, engines, hoists, cables, timbering and other appliances used in carrying on mining operations in and upon said mining claim.

VI.

That on or about the dates hereinafter mentioned, the same being about the dates of the commencement of the performance of labor in and upon said mining claim, the said defendant, W. L. Spaulding, by himself or through his duly authorized foreman or agent, entered into a contract of employment, whereby, as lessee and operator of said mine, he employed at the rate of \$5.00 per day, besides board and lodging, the following persons to work and labor upon, in and about said Soo Quartz Mining Claim, in the prospecting, developing, improving and mining of said premises, as follows:

S. A. Martin, John Curry, John Nyland, Walfred Peterson, Al Myers, John Kuhl, Ole Simonson, Steve Paskalich, H. H. Dech, Mrs. H. H. Dech, Hugh Ferry, Louis Behl and William Ahlmark; and that Martin Milland was employed at the rate of \$6.00

per day for labor performed as blacksmith. That the said contract for labor to be performed by the said Mrs. H. H. Dech, was for cooking for employees in the development and mining of said premises, and that the contract between the said defendant, W. L. Spaulding and the said William Ahlmark, was both for his own labor upon said premises and for his team of horses in the transportation and hauling of wood for said mine, at \$5.00 per day and board for said team.

VII.

That on or about the 7th day of November, 1913, the said S. A. Martin, John Curry, John Nyland, Walfred Peterson, Al Myers, John Kuhl, Ole Simonson, Steve Paskalich, H. H. Dech, Mrs. H. H. Dech, Hugh Ferry, Louis Behl, William Ahlmark and Martin Milland each made, executed and swore to, before a Notary Public for Alaska, a notice of lien upon said Soo Quartz Mining Claim, the leasehold thereon, of the said W. L. Spaulding, together with the stamp mill, machinery, appliances and tools thereunto belonging and used in connection with the operation of said mine. That each of said notices made by each of said persons, was for labor performed by said persons upon and in said mining claim in the prospecting, developing, improving and mining the same, saving and excepting the lien of the said Mrs. H. H. Deck, which was for cooking for employees of said mine in the operation thereof, and also saving and excepting a portion of the lien of

William Ahlmark for furnishing a team of horses used in the transportation of wood for said mine.

That each of said lien notices contained a true statement or substantially true statements of claimant's demand, after deducting all just credits and set-offs, and contained the name of the owner or reputed owner of said mining claim, to-wit, the Reliance Mining Company, and also the name of the person by whom said claimant was employed, to-wit, defendant W. L. Spaulding, or his agent, and also, a description of the property to be charged with the lien sufficient for identification, to-wit, the mining property, lease and machinery above described.

That prior to the expiration of thirty days from the date of the last service performed or materials furnished, to-wit, on the 7th day of November, 1913, each of said claimants filed for record in the Precinct where all of said mine and other property in said notice described is situate, towit, in the office of the Commissioner and Recorder of Fairbanks Precinct, Alaska, his said lien notice. That each of said lien claimants paid for preparing and filing for record his said lien notice, as aforesaid, the sum of \$11.75.

VIII.

That after the filing of each of said liens and before the institution of this suit, towit, about December 4, 1913, each of said lien claimants, except S. A. Martin, for a valuable consideration, assigned and transferred his claim and lien to the said S. A. Martin.

IX.

That \$75.00 for each separate cause of action in this suit, is a reasonable attorney's fee for the institution and prosecution of each of said causes of action in this suit and in this court, towit, \$2,025.00

X.

That the act of the First Territorial Legislature for Alaska, relating to liens, contained in Chapter 79, was approved April 30, 1913, and became a law in full force and effect July 30, 1913.

XI.

That S. A. Martin, in pursuance of said contract at the rate of \$5.00 per day, as aforesaid, and between July 30th and October 8th, 1913, both inclusive, performed 71½ days labor upon said mining property, amounting to \$357.50: That no part thereof has been paid and that there is now due and owing to the said S. A. Martin, for said labor, said sum of \$357.50, after deducting all just credits and set-offs, and that the said S. A. Martin is entitled to a lien to the extent of said sum of \$357.50, upon said Soo Quartz Mining Claim above described and upon any and all interest of W. L. Spaulding as lessee of said premises, and upon that certain three stamp quartz mill, situate upon said mining claim, belonging to said W. L. Spaulding, as well as all of the machinery, appliances, tools and improvements of every nature whatsoever, belonging to said defendant, W. L. Spaulding or to said Reliance Mining Company. And that the said S. A. Martin is entitled to have

his said lien foreclosed in this suit.

XII.

That the said John Curry, in pursuance of said contract at the rate of \$5.00 per day, as aforesaid, between September 30th and October 8th, 1913, both inclusive, performed 38 days labor upon said mining property, amounting to One Hundred Ninety Dollars (\$190.00): That no part thereof has been paid, and that there is now due and owing to the assignee of the said John Curry said sum of One Hundred Ninety Dollars (\$190.00), after deducting all just credits and setoffs, and that his assignee, plaintiff herein, is entitled to a lien to the extent of One Hundred Ninety Dollars (\$190.00) upon said Soo Quartz Mining Claim above described, and upon any and all interest of W. L. Spaulding, as lessee of said premises, and upon that certain three stamp mill, situate upon said mining claim, belonging to said Spaulding, as well as all of the machinery, appliances, tools and improvements of every nature whatsoever belonging to the said defendant Spaulding, or to said Reliance Mining Company. And that the plaintiff herein is entitled to have said lien foreclosed in this suit.

XIII.

That John Nyland, in pursuance of said contract at the rate of \$5.00 per day, as aforesaid, and between August 29th and October 8th, 1913, both inclusive, performed 41 days labor upon said mining property, amounting to Two Hundred Five Dollars

(\$205.00): That no part thereof has been paid, and that there is now due and owing to the assignee of said Nyland for such labor, after deducting all just credits and setoffs, the sum of Two Hundred Five Dollars (\$205.00), for which plaintiff herein is entitled to a lien to the extent of Two Hundred Five Dollars (\$205.00) upon said Soo Quartz Mining Claim, and upon all of the interest of said Reliance Mining Company and said W. L. Spaulding, of all of the property above described. That plaintiff herein is entitled to have said lien for said sum foreclosed herein.

XIV.

That Walford Peterson, in pursuance of said contract at said rate of \$5.00 per day, and between the 30th day of July and 8th day of October, 1913, both inclusive, performed 70 days labor upon said mining property, amounting to Three Hundred Fifty Dollars (\$350.00): That no part thereof has been paid except the sum of Fifty Dollars (\$50.00), and that there has been since said 8th day of October, 1913, due the sum of Three Hundred Dollars (\$300.00), after deducting all just credits and setoffs, and that his assignee, plaintiff herein, is entitled to a lien, and a foreclosure thereof in this suit to the extent of said sum of Three Hundred Dollars (\$300.00), besides interest, upon said Soo Quartz Mining Claim, and upon all of the interest of said Reliance Mining Company, and the interest of said W. L. Spaulding, in said mining property, and of stamp mills, ma-

chinery, tools and improvements of every nature whatsoever upon and in said mining claim herein described.

XV.

That Al Myers, in pursuance of said contract at said rate of \$5.00 per day, and between July 30th and October 8th, 1913, both inclusive, performed 68½ days labor, amounting to Three Hundred Forty Two Dollars and Fifty Cents (\$342.50): That no part thereof has been paid, and that there has been due and owing thereon since the 8th day of October, 1913, after deducting all just credits and set-offs, the sum of Three Hundred Forty Two Dollars and Fifty Cents (\$342.50), and that his assignee, plaintiff herein, is entitled to a lien and to have the same foreclosed herein, upon all of the property above described, both of the said Reliance Mining Company and the said W. L. Spaulding.

XVI.

That John Kuhl, in pursuance of said contract, and at the rate aforesaid, between August 11th and October 8th, 1913, both inclusive, performed 58 days labor, upon said mining property, amounting to Two Hundred Ninety Dollars (\$290.00): That no part thereof has been paid, and that the same has been due and owing since said October 8th, 1913, after deducting all just credits and setoffs, and that his assignee, plaintiff herein, is entitled to a lien and to have the same foreclosed upon all of said property herein above described of the said Reliance Min-

ing Company and said W. L. Spaulding.

XVII.

That Olie Simonson, in pursuance of said contract at the rate aforesaid and between September 1st and October 8th, 1913, both inclusive, performed 32 days labor upon said property, amounting to One Hundred Sixty Dollars '(\$160.00): That no part thereof has been paid and that there has been due since October 8th 1913, after deducting all just credits and setoffs, said sum of One Hundred Sixty Dollars (\$160.00); that his assignee, plaintiff herein, is entitled to a lien and to have the same foreclosed herein upon all of the property hereinabove described of the said Reliance Mining Company and of the said W. L. Spaulding.

XVIII.

That Martin Milland, in pursuance of said contract, at the rate of \$6.00 per day as aforesaid, and between August 14th and October 8th, 1913, both inclusive, performed 53½ days labor as blacksmith upon and for the benefit of said mining property, amounting to Three Hundred Twenty One Dollars (\$321.00): That no part thereof has been paid except the sum of Fifty Dollars (\$50.00) leaving a balance of Two Hundred Seventy One Dollars (\$271.00), which is, and since October 8th, 1913 has been due and owing, after deducting all just credits and setoffs, and that his assignee, plaintiff herein, is entitled to a lien and to have the same foreclosed herein upon all of the property herein described of

the said Reliance Mining Company and of the said W. L. Spaulding.

XIX.

That Steve Paskalish, in pursuance of said contract at said rate of \$5.00 per day, between September 25th and October 8th, 1913, both inclusive, performed $13\frac{1}{2}$ days labor upon said mining property, amounting to Sixty Seven Dollars and fifty cents (\$67.50): That no part thereof has been paid and that since said October 8th 1913, there has been due, after deducting all just credits and setoffs, said sum of Sixty Seven Dollars and fifty cents (\$67.50): That his assignee, plaintiff herein, is entitled to a lien and to have the same foreclosed herein for said sum upon all of the property herein described of the said Reliance Mining Company and of the said W. L. Spaulding.

XX.

That H. H. Dech, in pursuance of said contract at the said rate, between August 25th and October 8th 1913,, both inclusive, performed $61\frac{1}{2}$ days labor upon said mining property, amounting to Three Hundred Seven Dollars and fifty cents '(\$307.50) That no part thereof has been paid, except the sum of Twenty Dollars (\$20.00), that the balance, to wit \$287.50, has since October 8th 1913 been due, after deducting all just credits and setoffs, and that his assignee, plaintiff herein, is entitled to a lien for said sum, and to have the same foreclosed herein upon all of the property herein above described of

the said Reliance Mining Company and of the said W. L. Spaulding.

XXI.

That Mrs. H. H. Dech, in pursuance of said contract at said rate, between July 30th and October 8th 1913, performed 65 days labor upon said mining property, in cooking for the laborers during the operation of said mine, amounting to Three Hundred Twenty Five Dollars (\$325.00): That no part thereof has been paid and since October 8th 1913, there has been due said sum of Three Hundred Twenty Five Dollars (\$325.00), and that his assignee, plaintiff herein, is entitled to a lien and to have the same foreclosed herein upon all of the mining property herein described of the said Reliance Mining Company and of the W. L. Spaulding.

XXII.

That Hugh Ferry, in pursuance of said contract at said rate and between September 13th and October 8th 1913, both inclusive, performed 26 days labor upon said property, amounting to One Hundred Thirty Dollars (\$130.00): That no part thereof has been paid, and that there has been due since October 8th 1913 upon said claim, after deducting all just credits and setoffs, said sum of One Hundred Thirty Dollars (\$130.00), and that his assignee, plaintiff herein, is entitled to a lien and to have the same foreclosed herein for said sum upon all of the property herein described of the said Reliance Mining Company and of the said W. L. Spaulding.

XXIII.

That Louis Behl, in pursuance of said contract at said rate, between August 3rd and November 1st, 1913, both inclusive, performed 73 days labor upon said mining property, amounting to Three Hundred Sixty Five Dollars (\$365.00): That no part thereof has been paid except the sum of Sixty Five Dollars (\$65.00) for labor performed, after October 8th, 1913, and that there is and has been since October 8th 1913, due, after deducting all just credits and set offs for said labor the sum of Three Hundred Dollars (\$300.00), and that his assignee, plaintiff herein is entitled to a lien for said sum, and to have the same foreclosed herein, upon all of the mining property herein described of the said Reliance Mining Company and of the said W. L. Spaulding.

XXIV.

That William Ahlmark, in pursuance of said contract and at the rate of \$5.00 per day, between July 30th and October 8th 1913, both inclusive, performed 58½ days labor as teamster in and about and for the benefit of the operation of said mine, amounting to Two Hundred Ninety Two Dollars and fifty cents (\$292.50): That no part thereof has been paid and that said sum, after deducting all just credits and setoffs has been due since October 8th 1913, and that his assignee, plaintiff herein, is entitled to a lien and to have the same foreclosed for said sum of \$292.50 upon all of the property herein described of the said Reliance Mining Company

and of the said W. L. Spaulding; and that the said William Ahlmark in pursuance of his said contract above described furnished in the transportation of wood and supplies for the benefit and at the operation of said mine, his team of horses at the rate of \$5.00 per day between July 30th and October 8th 1913 for 49 days, amounting to Two Hundred Forty Five Dollars (\$245.00): That no part of said sum has been paid except the sum of One Hundred Twelve Dollars (\$112.00) and that there has been due upon said claim, since October 8th 1913, after deducting all just credits and setoffs for team hire as aforesaid, the sum of One Hundred Thirty Three Dollars (\$133.00) and that the assignee of the said William Ahlmark, plaintiff herein, is entitled to a lien for said sum, and to have the same foreclosed herein, upon all of the property herein described of the said Reliance Mining Company and of the said W. L. Spaulding.

XXV.

The Court further finds that the plaintiff, S. A. Martin, performed labor upon said property as a miner at the agreed price of \$5.00 per day, between October 8th and 25th 1913, both inclusive, and that said Martin performed labor upon said claim as foreman, between October 25th and November 10th 1913, both inclusive, at the agreed price of \$8.00 per day, amounting in all to \$200.00, of which \$72.45 has been paid, leaving a balance due of \$127.05.

(a)

That the said John Curry performed labor as a miner upon said property between October 9th and November 9th 1913, both inclusive, at the agreed price of \$5.00 per day, to the value of \$182.00, of which \$57.40 has been paid, leaving a balance due of \$124.60.

(b)

That the said John Nyland performed labor upon said property at the agreed price of \$5.00 per day, between October 9th and November 9th, 1913, both inclusive, of the value of \$142.50, of which \$59.31 has been paid, leaving a balance due of \$83.19.

(c)

That the said Walfred Peterson performed labor upon said premises between October 9th and November 9th, 1913, both inclusive, at the agreed price of \$5.00 per day, to the value of \$125.00, of which \$57.20 has been paid, leaving a balance due of \$67.80.

(d)

That the said Al Myers performed labor as a miner upon said premises between October 9th and November 9th 1913, both inclusive, at the agreed price of \$5.00 per day, amounting to \$147.50, of which \$54.75 has been paid, leaving a balance due of \$92.75.

(e)

That the said John Kuhl, between October 9th and November 1913, both inclusive, performed labor upon said premises at the agreed price of \$5.00 per day, amounting to \$95.00, of which \$39.25 has been

paid, leaving a balance due of \$55.75.

(f)

That the said Ole Simonson, between October 9th and November 9th 1913, both inclusive, performed labor upon said premises at the agreed price of \$5.00 per day, amounting to \$125.00 of which the sum of \$51.65 has been paid, leaving a balance due of \$73.35.

(g)

That the said Martin Milland, performed labor as a blacksmith for the benefit of the mining of said premises, between October 9th and November 9th, 1913, both inclusive, at the agreed rate of \$6.00 per day, amounting to \$192.00, of which \$69.50 has been paid, leaving a balance due of \$122.50.

(h)

That the said Steve Paskalish performed labor upon said premises between October 9th and November 9th 1913, both inclusive at the rate of \$5.00 per day, amounting to \$127.50, of which \$51.75 has been paid, leaving a balance due of \$75.75.

(i)

That the said H. H. Dech, performed labor upon said claim between October 9th and November 9th 1913, both inclusive, at the rate of \$5.00 per day of the value of \$72.50, of which \$40.00 has been paid, leaving a balance of \$32.50.

(j)

That the said Mrs. H. H. Dech performed labor as cook for employes in the operation of said premises between October 9th and November 14th 1913,

both inclusive, of the value of \$167.50, of which \$57.85 has been paid, leaving a balance due of \$109.65.

(k)

That the said Hugh Ferry between October 8th and November 9th 1913, both inclusive, performed labor upon said premises at the agreed price of \$5.00 per day amounting to \$140.00, of which \$56.81 has been paid, leaving a balance due of \$83.19.

(l)

That the said William Ahlmark, between the 9th day of October, and November 9th 1913, both inclusive, performed labor for the benefit of the operation of said mining premises, as teamster, hauling wood and supplies, at the agreed price of \$5.00 per day, for 25 days, and also furnished a team of horses for the use and benefit of said mining operation in hauling wood and supplies, and at the agreed price of \$5.00 per day and board for said team for 26 days, between said last two mentioned dates, amounting in all to \$255.00 of which \$115.00 has been paid, leaving a balance due of \$140.00.

(m)

That after the performance of the services of all of the parties in this paragraph described, and before the expiration of 30 days, thereafter to wit: on or about December 2nd 1913, each of said parties in this paragraph described for himself prepared and duly verified a notice of lien for the services performed, respectively, substantially in the same manner as

the liens heretofore described herein, and did on or about said 2nd day of December, 1913, file the same of record in the office of the Commissioner and Ex-Officio Recorder of the Fairbanks Precinct, Alaska, and thereafter, but before the institution of this suit, all of said parties mentioned in this paragraph, excepting the said S. A. Martin, duly assigned, to the said S. A. Martin, plaintiff herein, and for valuable consideration, each of said lien accounts and notices in this paragraph mentioned.

CONCLUSIONS OF LAW.

The Court finds as conclusions of law herein as follows:

I.

That all of the claims of the various persons described in the Findings of Fact down to paragraph 25 constitute a lien upon the Soo Quartz Mining Claim in said Findings of Fact described.

II.

That all of said liens were duly assigned and transferred to plaintiff herein, and that plaintiff is entitled to have all of said liens foreclosed, herein, and that the property described in plaintiff's complaint and in said Findings of Fact be sold according to law to satisfy said liens.

III.

The Court further finds as a matter of law that no lien for attorney's fees exists in this case.

IV.

That no lien for the preporation or filing of any

lien notices exists.

That no lien exists for any of the labor or services performed after October 8th 1913, as described in paragraph 25 of said Findings of Fact, for the reason that said mining property was after said 8th day of October, 1913 operated jointly by the defendant W. L. Spaulding and the plaintiff, together with other laborers to wit, plaintiff's assignors, as hereinbefore described.

A decree may issue herein in accordance with said Findings of Fact and these Conclusions of Law.

Dated this 17th day of September, 1914.

F. E. FULLER,
Judge.

Entered in Court Journal No. 13, page 17.

Service of the foregoing findings of fact and conclusions of law admitted and a true copy thereof received this 10th day of September, 1914.

McGOWAN & CLARK,
JOHN K. BROWN,

Attorney for deft's.

(Indorsed: "Filed in the District Court, Territory of Alaska 4th Div. Sep. 10 1914. Angus McBride Clerk by P. R. Wagner Deputy.")

[Title of Court and Cause.]

Decree.

This cause came on regularly for trial on the 11th day of June 1914, before the Court, the plaintiff appearing in person and by counsel, and the defend-

ants appearing by counsel, and the Court having heard all of the evidence and proofs produced by the respective parties herein, and having duly considered the same, and after hearing arguments of counsel, and being fully advised in the premises, announced his decision, and thereafter to wit: on the day of September, 1914, signed and entered herein Findings of Fact and Conclusions of Law, and being fully advised in the premises,

It is hereby ordered, adjudged and decreed that the plaintiff herein, S. A. Martin, is entitled to and has a lien upon that certain quartz mining claim known as the Soo Quartz Mining Claim, located about one half mile Northwest of Pedro Dome, on the right limit of Dome Creek, and opposite Creek Placer Mining Claim Number Nine above Discovery, in the Fairbanks Precinct, Alaska, owned by the defendant, the Reliance Mining Company, a corporation, and leased and operated by the defendant W. L. Spaulding.

It is further ordered and decreed that plaintiff is entitled to and has a lien upon that certain three stamp mill, situate upon said quartz mining claim, together with all of the fixtures and appurtenances thereunto belonging, as well as tools, boilers, engines, hoists, cables, timbering and other appurtenances used in carrying on mining operations in and upon said mining claim, together with all improvements of every nature whatsoever situate upon said mining claim or used in connection therewith, owned by the

said Reliance Mining Company and the said defendant W. L. Spaulding, or either of them.

It is further adjudged and decreed that said lien upon all of the above described property is for services performed or materials furnished by said plaintiff and his assignors between July 30th 1913 and October 8th 1913, both inclusive, in the following amounts: S. A. Martin, \$357.50; John Curry, \$190.00; John Nyland, \$205.00; Wilford Peterson, \$300.00; Al Myers, \$342.50; John Kuhl, \$290.00; Ole Simonson, \$160.00; Martin Milland, \$271.00; Steve Paskalish, \$67.50; H. H. Dech, \$287.50; Mrs. H. H. Dech, \$325.00; Hugh Ferry, \$130.00; Louis Behl, \$300.00; William Ahlmark, \$425.50; aggregating the sum of Thirty Six Hundred Fifty One & 50-100 (\$3651.50) Dollars, to which aggregate amount plaintiff has a lien upon all of said premises as aforesaid, together with interest thereon at the rate of eight percent (8 per cent) per annum from October 8th, 1913, amounting in all to the sum of Four thousand one hundred twenty-five and 35-100 (\$4125.35) Dollars, besides costs of suit to be taxed.

It is further ordered, adjudged and decreed, that excution may be issued herein by the Clerk of this Court, and said liens upon said property, and the whole thereof foreclosed according to law, and that said property shall be sold according to law in the same manner as real property under execution, to satisfy said liens due to plaintiff as aforesaid.

Dated this 22nd day of May, 1915.

CHARLES E. BUNNELL,
Judge.

Entered in Court Journal No. 13, page 175.

(Indorsed: "Filed in the District Court Territory of Alaska 4th Div. May 22 1915 J. E. Clark Clerk by P. R. Wagner Deputy.")

[Title of Court and Cause.]

Assignment of Error.

Now on the 11th day of November, 1915, come the above named defendants, W. L. Spalding and Reliance Mining Company, a coropration, by Messrs. McGowan & Clark and John K. Brown, their attorneys, and say that the decree entered in the said cause on the 1st day of June, 1915, is erroneous and against the just rights of the said defendants, W. L. Spalding and Reliance Mining Company, a corporation, for the following reasons, to-wit:

I.

The court erred in denying defendants' motion to strike paragraphs VI, VIII and IX of each of plaintiff's twenty-seven separate causes of action set forth in his complaint on file in said action.

II.

The court erred in denying defendants' motion to strike plaintiff's Exhibits A, A 1, B, B 1, C, C 1, D, D 1, E, E 1, F, F 1, G, G 1, H, H 1, I, I 1, J, J 1, K, K 1, L, L 1, M, N, N 1, attached to plaintiff's complaint and referred to in said separate causes of ac-

tion.

III.

The court erred in refusing to grant defendants' motion to require plaintiff to make his complaint more definite and certain by setting forth in paragraph V of plaintiff's first, second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, eleventh, twelfth, thirteenth, fourteenth, fourteenth (2), fifteenth, sixteenth, seventeenth, eighteenth, nineteenth, twentieth, twenty-first, twenty-second, twenty-third, twenty-fourth, twenty-fifth, and twenty-sixth causes of action, and each of them, what portion of the labor described therein was performed in running tunnels, what portion in opening stopes, what portion in working and extracting the ore from said mine and what portion in developing and improving said mine and what portion in milling the ore taken therefrom, and in what way said labor so alleged to have been performed was of the value to said mining property alleged therein.

IV.

The court erred in overruling the defendant's demurrer to the following causes of action contained in the complaint herein, and to each of said causes of action, to-wit: the first, third, fifth, seventh, ninth, eleventh, thirteenth, the second cause of action designated as the fourteenth, sixteenth, eighteenth, twentieth, twenty-second, twenty-fourth and twenty-fifth.

V.

The court erred in overruling and refusing to allow defendants' proposed amendment to the first finding of fact proposed by plaintiff, which amendment is as follows, to-wit:

"In paragraph I of the findings of fact proposed by the attorney for the above named plaintiff, amend the same so it shall read as follows: 'That at all the times herein mentioned and up to and including the 8th day of October, 1913, the defendant W. L. Spalding was in possession of and prospecting, developing and mining the westerly 300 feet to the depth of 100 feet, of that certain quartz mining claim known as the Soo Quartz Mining Claim.'"

VI.

The court erred in refusing to allow and overruling the defendants' proposed amendment to the first finding of fact proposed by plaintiff, which amendment reads as follows: "Amend the last sentence thereof to read as follows: "And that the defendant W. L. Spalding, lessee as aforesaid, operated the westerly 300 feet to the depth of 100 feet of said mine, under the name of the Soo Mining Company."

VII.

The court erred in refusing to allow the defendants' proposed amendment to the third finding of fact proposed by plaintiff, so that it will appear in said third proposed finding of fact that the word "quartz" written in pen and ink above the word "placer" was at the time of the trial of said action legible and

could readily be distinguished.

VIII.

The court erred in refusing to allow the proposed amendment of the defendant to the proposed fourth finding of fact proposed by plaintiff, which amendment proposed to strike out all of the said fourth finding of fact reading as follows: "That the failure of the said Reliance Mining Company to post three notices in conspicuous places containing the name or names of the lessee or lessees, or other person or person, operating said property, the court finds to be conclusive proof of the consent of said owner of such property that its interest in such mining property shall be subject to lien, or liens, for labor performed or material furnished in working, developing or operating on said mining claim," for the reason that the same states a conclusion of law and not any fact found upon the issues in said case.

IX.

The court erred in refusing to sustain defendants' objection to the fourth finding of fact proposed by plaintiff, upon the ground that the same is not in accordance with the evidence in the case, and for the reason that said last paragraph of said finding does not state any facts found by the court, but states a conclusion of law.

X.

The court erred in refusing to allow the amendment proposed by defendants to the fifth finding of fact proposed by plaintiff, which amendment required

that the said proposed finding of fact should state that the defendant W. L. Spalding was doing business as the Soo Mining Company, and was lessee of the westerly 300 feet of the Soo Quartz Claim, to a depth of 100 feet, instead of the lessess of the whole claim, as appears in said finding proposed by plaintiff.

XI.

The court erred in refusing to strike out in said fifth finding of fact, as proposed by the proposed amendments filed herein, to said fifth finding of fact, by the defendants, all reference in said fifth proposed finding to the ownership of a certain three-stamp quartz mill situated on the Soo Quartz Mine, together with all the fixtures and appliances thereunto belonging, as well as all tools, boiler, hoist, cables, timbers and other appliances used in carrying on mining operations on said mining claim, for the reason that no lien exists on said quartz mill, or any of the personal property or machinery or other appliances, as mentioned in said fifth finding proposed by plaintiff, in favor of the plaintiff or his assignors, or either of them; and for the further reason that the court does not find as a matter of law that the said mill and all of said other property mentioned in said paragraph V of the findings of fact proposed by plaintiff was subject to any lien of plaintiff, or his assignors.

XII.

The court erred in overruling defendants' objection to the sixth proposed finding of fact submitted by

plaintiff, for the reason that said finding states that W. L. Spalding employed the plaintiff and his assignors to perform the work mentioned in the complaint, and in the several liens filed in said cause, whereas the said complaint and the liens, and each of them, state that the said plaintiff and his assignors were employed by W. L. Spalding and Raymond Brumbaugh, members of the mining copartnership operating the Soo Quartz Mining Claim; and in overruling defendants' objection to that portion of said finding of fact which finds that the contract for labor to be performed by Mrs. H. H. Deck was for cooking, for the reason that services as cook are not lienable; and to that portion thereof which finds that the said Spalding contracted with William Ahlmark to pay \$5.00 a day and board for the team therein mentioned, for the reason that said services are not lienable in their nature, and for the further reason that the labors of said Ahlmark and his team are so commingled that they could not be separated and no lien would exist therefor.

XIII.

The court erred in refusing to allow the proposed amendment to the seventh finding of fact proposed by plaintiff to the effect that there should be stricken from said seventh proposed finding of fact the statement therein contained that the several lien notices upon which the claims of plaintiff and his assignors are based contain "the name of the person by whom said claimant was employed, to-wit, W. L. Spalding,"

for the reason that the lien notices, copies of which are attached to the complaint herein, show on their face that the persons by whom each of said claimants was employed were W. L. Spalding and Raymond Brumbaugh, doing business under the name of Soo Mining Company.

XIV.

The court erred in refusing to sustain defendants' objection to the statement contained in the seventh finding of fact, wherein it is stated that the lien notices filed by the plaintiff and his assignors contain the name of the person by whom said claimants were employed, to-wit, W. L. Spalding, for the reason that each of the liens filed by the plaintiff and his assignors, and also the complaint herein, state that the names of the persons by whom said plaintiff and his assignors were employed were W. L. Spalding and Raymond Brumbaugh, composing the mining copartnership operating the Soo Mining Claim.

XV.

The court erred in overruling the defendants' objection to the eleventh proposed finding of fact submitted by the plaintiff, to the effect that the plaintiff S. A. Martin is entitled to a lien for the sum of \$357.50 upon the Soo Quartz Mining Claim, and upon the other property therein mentioned, for the reason that said statement is not a finding of fact, but a conclusion of law, and for the further reason that there is no law to justify such a finding, as the Act of the Alaska Legislature, under which said

liens were filed, is void.

XVI.

The court erred in overruling defendants' objection to the proposed findings numbered XII, XIII, XIV, XV, XVI, XVII, XVIII, XIX, XX, XXI, XXII, XXIII, and XXIV, that each of the persons named in said several paragraphs was entitled to lien upon the property described in each of said paragraphs, for the reason that each of said statements, contained in said several paragraphs, is a statement of a conclusion of law, and is not a statement of fact; and for the further reason that none of said lien claimants is entitled to a lien, as the Act of the Alaska Legislature, under which said liens are claimed, is void.

XVII.

The court erred in refusing to allow the amendment proposed by defendants to the findings of fact proposed by the plaintiff, numbered from XI to XXIV, inclusive, which proposed amendment would make it appear in each of said findings of fact that the person named therein as claimant is entitled to a lien only on the westerly 300 feet of the Soo Quartz Claim, to a depth of 100 feet, instead of upon the whole claim, as stated in each of said findings of fact proposed by the plaintiff.

XVIII.

The court erred in refusing to allow the amendment proposed by defendant to the twenty-fourth finding of fact proposed by the plaintiff, which

amendment required that there be stricken, from said twenty-fourth finding of fact proposed by plaintiff, the statement that William Ahlmark, one of the plaintiff's assignors, furnished a team of horses at the rate of \$5.00 a day between June 30 and October 8, 1913, or at any other time, or at all, for the reason that the services of such team are not lienable.

XIX.

The court erred in making the first conclusion of law, which is as follows: "That all the claims of the various persons described in the findings of fact down to paragraph XXV constitute a lien upon the premises in said findings of fact described," for the reason that the law under which said liens were attempted to be enforced, being an Act of the Alaska Legislature, was void, and for the further reason that it clearly appears from the evidence that notices of non-liability were posted by the owners of said claim before said men went to work thereon, and that said notices remained posted during all the time said men were employed on said ground and that there was no lien in favor of said men, or any of them, for any work done on said ground.

XX.

The court erred in entering the second conclusion of law, which was as follows: "That all of said liens were duly assigned and transferred to plaintiff herein, and that plaintiff is entitled to have all of said liens foreclosed herein and that the property described in plaintiff's complaint and in said findings

of fact be sold according to law to satisfy said liens," for the reason that there was not at the time said labor was performed, or at the time said findings of fact were signed, any law in existence permitting the filing of any of said liens, and the Act of the Alaska Legislature under which said liens were purported to be filed was void, and notice of non liability as prescribed by the general law of Alaska had been posted by the owners prior to the time said men therein referred to commenced work on said ground, and remained posted during all the time said men were employed on said ground, and said finding is against law.

XXI.

The court erred in refusing to sustain defendants' objection to the first conclusion of law, for the reason that under the findings of fact proposed by plaintiff, the several liens claimed by plaintiff and his assignors are void, for the reason that none of said claims set forth the name of the person or persons by whom the said plaintiff and his assignors were employed, as stated in the finding of fact found by the court.

XXII.

The court erred in refusing to sustain defendants' objection to the statement contained in the second conclusion of law proposed by plaintiff to the effect that plaintiff is entitled to have all the liens mentioned in the complaint foreclosed and the property described in the complaint sold, to satisfy said liens,

for the reason that under the statements made in the findings of fact, and the evidence produced in this case in behalf of the plaintiff, the said claims of lien are each and all void and of no effect, for the reason that the labor and services, for which the liens are claimed by the plaintiff and his assignors, according to the testimony herein, were not done and performed in the development or improvement of the Soo Quartz Mining Claim, but were done and performed in the course of carrying on mining operations in extracting ore, milling the same, and the ordinary working operations of the mine.

XXIII.

The Court erred in admitting, over the objection of the defendants, plaintiff's exhibit No. 1, which was a lease from the Reliance Mining Company to W. H. Spalding, dated the 9th day of June 1913, and set forth in full in the bill of exceptions, which said lease covered all the Soo quartz mining claim described therein, as shown by defendant's exception No 1.

XXIV.

The Court erred in refusing the defendants' motion to strike out all the testimony of Morton E. Stevens, relative to searching the records and finding no other lease of record than the lease referred to as plaintiff's exhibit No. 1, exception to which is noted in the bill of exceptions as defendants' exception No. 2.

XXV.

The Court erred in refusing to grant defendants' motion for a non-suit at the close of the plaintiff's case, as shown in the bill of exceptions by defendants' exception No. 3.

XXVI.

The court erred in entering judgment for the plaintiff in said action over the protest of the defendants therein.

XXVII.

The Court erred in refusing to enter judgment in favor of defendants, as requested by said defendants on the ground that plaintiff has no lien, under the then existing laws in the Territory of Alaska, for the labor described in said lien notices and in said complaint.

XXVIII.

The Court erred in adjudging that the personal property, described in plaintiff's complaint and in the liens attached thereto, should be sold in satisfaction of the judgment rendered in said cause, for the reason that the law of the Alaska legislature under which said proceedings were instituted and had was void, and there was nothing in the title of said act that related in any way to imposing a lien upon personal property for labor performed on the ground upon which the property was situated.

XXIX.

The Court erred in ordering the personal property sold to satisfy the judgment in this case, for the rea-

son that there is no finding of fact or conclusion of law upon which such an order could be based, and the Court has failed to find that the alleged lien attached to any personal property described in said complaint.

XXX.

The Court erred in overruling defendants' objections to plaintiff's proposed findings of fact and conclusions of law.

XXXI.

The Court erred in refusing to grant defendant's proposed amendments to the findings of fact and conclusions of law.

XXXII.

The Court erred in entering judgment ordering all the Soo quartz mining claim to be sold in satisfaction of the judgment rendered in said cause.

XXXIII.

The Court erred in refusing to limit the judgment in said cause to the sale of the westerly three hundred feet of the Soo quartz mining claim to a depth of one hundred feet.

McGOWAN & CLARK,

JOHN K. BROWN,

Attorneys for Defendants W. L. Spalding and Reliance Mining Company.

Due service hereof admitted this 11th day of November 1915.

MORTON E. STEVENS,

Attorney for Plaintiff.

(Indorsed: "Filed in the District Court Territory of Alaska 4th Div. Nov. 11 1915 J. E. Clark Clerk By Sidney Stewart Deputy.")

[Title of Court and Cause.]

Petition for Appeal.

The defendants, the Reliance Mining Company, a corporation, and W. L. Spalding, considering themselves, and each of themselves, aggrieved by the decree made and entered on June 1, 1915, in the above entitled cause, do hereby appeal from said order and decree to the United States Circuit Court of Appeals for the Ninth Circuit, for the reasons specified in the assignment of error which is filed herewith; and they, and each of them, pray that this appeal may be allowed, and that a transcript of the record, proceedings and papers upon which said decree was made, duly authenticated, may be sent to the United States Circuit Court of Appeals for said Ninth Circuit.

Fairbanks, Alaska, November 11th, 1915.

McGOWAN & CLARK,

JOHN K. BROWN,

Attorneys for Defendants, Reliance Mining Company, a corporation, and W. L. Spalding.

Due service of the within petitions and receipt of a copy thereof are hereby acknowledged this 11th day of November 1915. Morton E. Stevens, Attorney for Plaintiff.

(Indorsed: "Filed in the District Court Territory

of Alaska 4th Div. Nov. 11 1915 J. E. Clark Clerk
By Sidney Stewart Deputy.”)

[Title of Court and Cause.]

Order Allowing Appeal.

Now on this 11th day of November, 1915, the same being one of the judicial days of the general March 1915 term, holden at Fairbanks, Fourth Judicial Division, Territory of Alaska, this cause came on to be heard upon the petition of the defendants, Reliance Mining Company, a corporation, and W. L. Spalding, for an appeal to the United States Circuit Court of Appeals for the Ninth Circuit; and the court being advised in the premises,

IT IS ORDERED that said defendants' appeal to the United States Circuit Court of Appeals at San Francisco be, and the same is hereby, allowed, upon the execution by the appellants of a good and sufficient bond to be approved by this court, in the sum of two hundred and fifty dollars (\$250.), said bond to be conditioned as a cost bond on appeal.

Done in open court this 11th day of November, 1915.

CHARLES E. BUNNELL,
District Judge.

Entered in Court Journal No. 13, Page 342.

Due service of the within order allowing appeal and receipt of a copy thereof are hereby acknowledged this 11th day of November 1915. Morton E. Stevens, Attorney for Plaintiff.

(Indorsed: "Filed in the district Court Territory of Alaska 4th Div. Nov. 11, 1915. J. E. Clark Clerk By Sidney Stewart Deputy.")

(Title of Court and Cause.)

Bond On Appeal.

KNOW ALL MEN BY THESE PRESENTS that we, Reliance Mining Company, a corporation, and W. L. Spalding, as principals, and United States Fidelity & Guaranty Company A Corporation, as sureties, are well and firmly bound unto S. A. MARTIN, the above named plaintiff, in the sum of two hundred and fifty dollars '(\$250.00), to be paid the said S. A. Martin, his executor or administrator, to which payment well and truly to be made we bind ourselves, and each of us, jointly and severally, and our, and each of our, successors, representatives and assigns, firmly by these presents.

Sealed with our seals and dated this 12 day of November, 1915.

WHEREAS the above named defendants, Reliance Mining Company, a corporation, and W. L. Spalding, have taken an appeal to the United States Circuit Court of Appeals for the Ninth Circuit, to reverse the decree entered in the above entitled cause by the District Court of the United States for the Territory of Alaska, Fourth Division,

NOW, THEREFORE, the condition of this obligation is such that if the above named defendants, appellants, shall prosecute said appeal to effect,

and answer all costs, if they shall fail to make good their plea, then this obligation shall be void, otherwise to remain in full force and virtue.

RELIANCE MINING COMPANY,
a corporation,

W. L. SPALDING

By JOHN A. CLARK,

One of his Attorneys

By JOHN A. CLARK,

Director and one of its Attorneys.

H. E. ST. GEORGE,

Secretary.

Principals.

UNITED STATES FIDILITY & GUARANTY CO.

Surety.

By WALLACE CATHCART,

Its Attorney in Fact.

ALBERT R. HEILIG,

Its Attorney in Fact.

Approved this 12th day of November 1915 Charles
E. Bunnell District Judge.

(Indorsed: "Filed in the District Court 4th Div.
Nov. 12 1915 J. E. Clark Clerk.")

(Title of Court and Cause.)

Citation On Appeal.

The President of the United States of America,

To the above-named Appellee, and to Morton E.
Stevens, Esquire, his Attorney, Greeting:

You are hereby cited to be and appear in the Unit-

ed States Circuit Court of Appeals for the Ninth Circuit, to be holden in the City of San Francisco, State of California, within thirty (30) days from the date of this citation, pursuant to an order allowing an appeal, made and entered in the above entitled cause, in which the Reliance Mining Company, a corporation, and W. L. Spalding are defendants and appellants, and S. A. Martin is plaintiff and appellee, to show cause, if any there be, why the decree and order made and entered in said action on June 1, 1915, as in said order allowing appeal is mentioned, should not be set aside and reversed, and why speedy justice should not be done to said appellants above named in that behalf.

Witness the Hon. Edward D. White, Chief Justice of the United States, on this 11th day of November, 1915, and the year of our independence the one hundred and fortieth.

Attest my hand and the seal of the above named Court this 11th day of November, 1915.

CHARLES E. BUNNELL,

District Judge.

Due service hereof admitted this 11th day of November 1915. Morton E. Stevens, Attorney for Plaintiff.

(Title of Court and Cause.)

Designation of Place for Hearing On Appeal.

To the Hon. Charles E. Bunnell, Judge of the above

named court, and to the Plaintiff and his Attorney:

Come now the appellants, and pursuant to provision of the Act of Congress allowing appellants to designate the place of hearing of appeals, do hereby designate the City and County of San Francisco, State of California, as the place of the hearing of the appeal in the above entitled action.

McGOWAN & CLARK,
JOHN K. BROWN,

Attorneys for Reliance Mining Company, a corporation, and W. L. Spalding, defendants and appellants

Due service of the within Designation of place for hearing on appeal and receipt of a copy thereof are hereby acknowledged this 11th day of November 1915.

MORTON E. STEVENS,
Attorney for Plaintiff.

(Indorsed: "Filed in the District Court Territory of Alaska 4th Div. Nov. 11 1915. J. E. Clark, Clerk By Sidney Stewart Deputy.")

(Title of Court and Cause.

**Order Extending Time Within Which to Perfect
Appeal.**

On this day the above entitled cause came on to be heard before the judge of the above named court, on application of the defendants, Reliance Mining Company, a corporation, and W. L. Spalding, for an order extending the time within which to perfect their appeal herein; and no objections appearing and good cause being shown, and it ap-

pearing to the satisfaction of the court that the thirty (30) days' time allowed in the citation on appeal, within which appellants should prepare and file their record herein with the Clerk of the Circuit Court of Appeals at San Francisco, is insufficient for said purpose, now, therefore,

IT IS ORDERED that the time within which said appellants shall perfect said cause on appeal and docket and file the record thereof in the said United States Circuit Court of Appeals for the Ninth Circuit at San Francisco, California, be, and the same is hereby, enlarged and extended to and including the 1st day of February, 1916.

Done in open court this 11th day of November, 1915.

CHARLES E. BUNNELL,
District Judge.

Entered in Court Journal No. 13, page 342.

Due service of the within order and receipt of a copy thereof are hereby acknowledged this 11th day of November 1915. Morton E. Stevens, Attorney for Plaintiff.

(Indorsed: "Filed in the District Court Territory of Alaska, 4th Div. Nov 11 1915 J. E. Clark Clerk By Sidney Stewart Deputy.")

(Title of Court and Cause.)

Praeceptum for Transcript.

To J. E. Clark, Clerk of the above-entitled Court:

You will please prepare transcript of the record

in the above-entitled cause, to be filed in the office of the clerk of the United States Circuit Court of Appeals for the Ninth Circuit, sitting at San Francisco, California, upon the appeal heretofore perfected to said Court, and will include in said transcript the following papers and records, to-wit:

1. Complaint.
2. Motion of Reliance Mining Company to strike certain portions of complaint.
3. Motion of Reliance Mining Company to make complaint more definite and certain in certain particulars.
4. Stipulation of attorneys for appellants and appellee that motions of other defendants be omitted from the record.
5. Journal entry overruling motions of the defendants to strike portions of the complaint and overruling motions to make more definite and certain.
6. Demurrer of Reliance Mining Company.
7. Stipulation of attorneys for appellants and appellee that demurrers of other defendants be omitted from the record.
8. Journal entry overruling demurrers of all defendants.
9. Separate answer of Reliance Mining Company.
10. Separate answer of Raymond Brumbaugh and W. L. Spalding.
11. Reply.
12. Bill of exceptions and order settling and allow-

ing same.

13. Findings of fact and conclusions on law signed by the Court.
14. Judgment and decree.
15. Assignment of errors.
16. Petition for appeal.
17. Order allowing appeal and fixing amount of cost bond.
18. Cost bond on appeal.
19. Citation on appeal.
20. Designation of place for hearing appeal.
21. Order extending time within which to file appeal.
22. Praecipe for transcript.
23. Stipulation relative to printing of record.

This transcript to be prepared as required by law and the orders and rules of this Court and of the United States Circuit Court of Appeals for the Ninth Circuit, and to be filed in the office of the clerk of the said United States Circuit Court of Appeals for the Ninth Circuit, at San Francisco, California, on or before the first day of February, A. D. one thousand nine hundred sixteen, pursuant to order of this Court extending time.

Fairbanks, Alaska, this 8th day of December, A. D. 1915.

JOHN K. BROWN,
McGOWAN & CLARK,

Attorneys for Defendants and Appellants.

Due service hereof admitted this Dec. 29, 1915.

Morton E. Stevens, Attorney for Plff. & Appellee.

Indorsed: Filed in the District Court, Territory of Alaska, 4th Div. Dec. 29, 1915, J. E. Clark, Clerk, by Sidney Stewart, Deputy.

Clerk's Certificate of Record.

United States of America,
Territory of Alaska,
Fourth Division,—ss:

I, J. E. CLARK, Clerk of the District Court, Territory of Alaska, Fourth Division, do hereby certify that the foregoing, consisting of 326 pages, numbered from one to 326, inclusive, constitutes a full, true and correct transcript of the record on Appeal in cause No. 1995, entitled, S. A. Martin, Plaintiff, vs. W. L. Spaulding and RAYMOND BRUMBAUGH, mining copartners conducting business under the firm name of the SOO MINING COMPANY, W. L. SPAULDING, and the RELIANCE MINING COMPANY, a corporation, Defendants, and was made pursuant to and in accordance with the praecipe of the Plaintiff and Appellants, filed in this action and made a part of this Transcript, and by virtue of the citation issued in said cause, and is the return thereof in accordance therewith.

And I do further certify that the Index thereof, consisting of pages numbered i to iv, is a correct Index of said Transcript of record; also that the costs of preparing said transcript and this certifi-

cate, amounting to Ninety-seven Dollars and 10-100 (\$97.10) has been paid to me by Counsel for Plaintiff and Appellants in said action.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court, this 5th day of January, 1916.

(SEAL)

J. E. CLARK,
Clerk of the District Court,
Territory of Alaska,
Fourth Division.